AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

LUTHERAN SOCIAL SERVICES OF NEVADA

THIS AGREEMENT, made and entered into this 19th day of October, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and LUTHERAN SOCIAL SERVICES OF NEVADA, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as Subrecipient, whose primary mailing address at the date of execution is 800 N. Bruce St., Las Vegas, NV 89101. This agreement will remain in effect for one year or until June 30, 2002.

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

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

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

WHEREAS, Lutheran Social Services of Nevada, a Nevada non-profit corporation created for religious, charitable, or educational purposes as defined by NRS 2454.1505 and NRS 372.3261 and located at 800 N. Bruce St., Las Vegas, NV proposes to reduce homelessness and reduce economic barriers to self sufficiency at 800 N. Bruce St., Las Vegas, Nevada, and more specifically described in Exhibit "C", Scope of Services (the "Program"); and

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

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

WHEREAS, pursuant to NRS 244.1505 the City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of the City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

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

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

I. <u>Scope of Services</u>

A. The City will provide a total of EIGHT THOUSAND SIX HUNDRED FORTY FIVE AND NO/100TH DOLLARS ($8,645) in Federal Fiscal Year 2001/2002 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "C", Scope of Services, during the period from July 1, 2001 through June 30, 2002 as outlined in Exhibit "D", "Expenditures Eligible for Reimbursement".

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

C. Subrecipient will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

(1) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

(2) Other federal, state, local and private assistance available for such individuals.

D. Subrecipient will provide essential services and direct assistance to homeless families that constitutes a new service, as defined in 42 USC 11374 (a)(2), or is a quantifiable increase in the level of services being provided, in utilizing ESG funds for the Program. If the Funds are to be used to assist families that have received eviction notices, the Subrecipient agrees to meet the following conditions, in accordance with 24 CFR 576.21:

(1) The inability of the family to make the required payments must be the result of a sudden reduction in income;

(2) The assistance must be necessary to avoid eviction of the family or termination of utility services to the family;

(3) There must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and

(4) The assistance must not supplant funding for preexisting homeless prevention activities from any other sources.

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

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "C" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "E", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2002 reflecting services for the previous fiscal year (July 1, 2001 through June 30, 2002), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

H. Subrecipient will provide a listing of all addresses used by the Subrecipient as shelter units for the homeless participants in the Program, within fifteen

(15) days after Subrecipient has received the transmittal letter or fifteen (15) days after Subrecipient has added a new shelter unit to the Program.

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

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

K. Subrecipient shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

L. Subrecipient shall comply with non-discrimination and equal opportunity practices as delineated in 24 CFR 576.57(a).

II. <u>City General Conditions</u>

A. Subrecipient will obtain any and all federal, state and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement to enable the Subrecipient to provide services to the homeless. The City shall have no relationship whatsoever with the homeless services except the provision of financial support and the receipt of such reports as are required in this Agreement. To the extent, if at all, that any relationship to such services on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Subrecipient an agent of the City. The Las Vegas City Council has not delegated to any City officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent of the City.

C. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without written approval from the City. Any assignee must meet ESG program requirements and serve eligible homeless clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in forfeiture of all financial support provided herein.

D. (1) If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:

Bodily Injuries: $500,000 each person;
$500,000 each occurrence;

Property Damage: $500,000 each person;
$500,000 each occurrence; and

(2) Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Subrecipient shall furnish to the City a copy of each policy for the aforementioned insurance coverage within ten days after receipt of transmittal letter and signed contract and shall notify the City at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The City shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

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

(1) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;

(2) Whether the objectives of the Program are being achieved;

(3) Whether the Program is being operated in an efficient and effective manner;

(4) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(5) Whether the financial operations of the Program are being conducted properly;

(6) Whether the periodic reports to the City contain accurate and reliable information; and

(7) Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

Visits by the City, independent auditors contracted by the City, representatives of HUD, or the Comptroller General of the United States, shall be announced to Subrecipient in advance of those visits, and shall occur during normal operating hours. Such persons may request, and if such request is made, shall be granted access to all of the books, documents, papers, and records of Subrecipient which relate to the Program. Such persons may interview recipients of the services of the Program.

F. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgements of whatever nature including but not limited to claims for contribution 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 all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgements, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

G. Subrecipient will not use any funds or resources which are supplied by the ESG program in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the City of any legal action which is filed by or against it.

H. If Subrecipient is a primarily religious organization, the City will require Subrecipient to be bound by ESG program limitations as established by 24 CFR 576.23.

I. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

K. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of the Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

III. <u>Federal General Conditions</u>

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA), and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub.L. 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR Part 100.

7. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

8. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

9. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR Part 146.

10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8. For purposes of the ESG program, the term "dwelling units" in 24 CFR, Part 8, shall include sleeping accommodations.

11. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.

12. The Federal Labor Standards Act.

13. The Fair Labor Standards Act, as amended.

14. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act of 1987, and the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and any amendments thereto.

17. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544), as amended by Section 903 of the Housing and Community Development Act of 1992, Pub. L. 102-550, approved October 28, 1992 (1992 HCD Act), and Section 3003 of the Omnibus Budget Reconciliation Act of 1993, Pub. L. 103-66, approved August 10, 1993.

18. 24 CFR, Part 92, of the Cranston-Gonzalez National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

20. Section 319 of Pub. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits the use of 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 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.

21. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient must:

a. not discriminate against any employee or applicant for employee on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, agent, consultant, employee, or elected or appointed official of the City, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any activity, contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

C. None of the personnel employed by Subrecipient in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.

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

G. Subrecipient shall maintain the following books, documents, papers, and records:

(1) Books, documents, papers and records which show the name, address, if any, and telephone number, if any, of all clients of the Program;

(2) Books, documents, papers and records sufficient to produce the reports required in paragraphs II E and F;

(3) Books, documents, papers and records required by paragraphs IV.C and IV.D; and

(4) Such other books, documents, papers and records as the City may require to comply with 24 CFR 576.65.

Subrecipient shall maintain the books, documents, papers and records in the manner and for the time periods specified in the United States Office of Management and Budget (OMB) Circular No. A-110 and A-122, as they relate to the acceptance and use of ESG amounts by private non-profit organizations. Such records

shall be retained for a 4-year period to document compliance with the provisions of 24 CFR 576.65.

B. Should Subrecipient acquire equipment or real property using the Funds, Subrecipient shall comply with the following conditions:

1. Equipment or real property shall be used by Subrecipient in the provision of services for the Program as long as needed, whether or not the Program continues to be supported by City funds.

2. When equipment or real property acquired with the Funds is no longer needed for the Program, disposition of the equipment may be as follows:

a. If acquiring replacement equipment, Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the written approval of the City;

b. Items of equipment or real property with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by Subrecipient with no further obligation;

c. Items of equipment or real property with a current per unit fair market value in excess of $5,000 must be returned to the City, or may be retained or sold by Subrecipient, and the Subrecipient shall return to the City the amount of the Funds, calculated by multiplying the current market value or proceeds from sale by the Fund's share of the equipment or property.

3. Subrecipient shall maintain property records that include a description of all property acquired with the Funds, a serial number or other identification number, the source of property, acquisition date, cost of the property, location, use and condition of the property, and what percentage of price was paid for by the Funds. Property records shall also include details concerning ultimate disposition data, including date of disposal and sale price of the property. Subrecipient shall forward copies of property records as they are updated.

IV. Financial Management

A. This Agreement is subject to other requirements of OMB Circular No. A-110 and its relevant attachments "A" through "O"; and OMB Circular No. A-122, entitled "Cost Principles for Non-Profit Organizations", as they relate to the use of the Funds by Subrecipient.

B. Subrecipient shall comply with OMB Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.

C. All Subrecipient's costs of the Program shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers,

orders and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the City.

E. In the event that the City finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects and programs under the ESG program.

F. Expenditures submitted for reimbursement by Subrecipient to the City from the Funds will be accounted for by Subrecipient in a ledger separate from all other revenue sources.

G. Expenditures eligible for reimbursement by the City from the Funds are delineated in Exhibit "D", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "D" without prior written approval of the City.

H. The City will reimburse Subrecipient for all eligible costs of the Program up to the total amount of the Funds allocated in this Agreement. Invoices containing receipts and/or cancelled checks will be submitted by Subrecipient on a monthly basis. Expenditures for "Essential Services" shall include documentation concerning the participant for whom the essential service was provided. Expenditures for "Homeless Prevention" assistance shall include documentation concerning the participant for whom the prevention assistance was provided and documentation that demonstrates the assistance was necessary to avoid eviction or termination of utility services, as required in I.D.

Expenditures will be reviewed for consistency with the approved budget and scope of services as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.

I. Reimbursement to Subrecipient is contingent upon receipt by the City of their Fiscal Year 2001/2002 ESG program grant funds in the amounts shown on Exhibit "A". The City shall bear no liability to fund or provide payment to Subrecipient in the

event ESG funds are not received during Federal Fiscal Year 2001/2002 in the amounts shown on Exhibit "A".

J. In the event that the total of the City Fiscal Year 2001/2002 ESG funds that are allocated to the Program are not expended within eighteen months, in accordance with 24 CFR Part 576, Subpart C, 576.35 (a)(2), the City reserves the right to extract the unexpended portion for other projects or programs under their respective ESG grant.

K. The City shall not be obligated to pay any monies for the Program in the event that any of the ESG funds provided for in Exhibit "A" are terminated or withheld from the City or otherwise not forthcoming and in such event the City may modify or revoke this Agreement. Nothing in this Agreement shall prohibit the City, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the City receives only a portion of the Funds expected to be received by them from HUD in the amounts described at Exhibit "A".

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

V. <u>Expiration, Modification, or Revocation of Resolution</u>

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2002. A six month extension of the June 30, 2002 expiration date may be authorized in writing by the Manager of the Neighborhood Development Division of NSD if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the City.

B. The parties hereto are required to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable federal statutes or regulations.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the City may suspend or revoke this Agreement, and the provision of the Funds, in accordance with 24 CFR 85.43.

D. The City may revoke this Agreement at any time for its convenience, in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

BY:
OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

By: 10/2/01

Deputy City Attorney

LUTHERAN SOCIAL SERVICES

By:

EXECUTIVE DIRECTOR

ATTEST:

EXHIBIT “A”

ESG FUNDS DISTRIBUTION

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

$143,000 City of Las Vegas Grant Amount

EXHIBIT "B"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

<u>INCOME NOT TO EXCEED</u>

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	$11,450 or less	$19,100or less	$30,500 or less
2	$13,100 or less	$21,800 or less	$34,900 or less
3	$14,700 or less	$24,550 or less	$39,250 or less
4	$16,350 or less	$27,250 or less	$43,600 or less
5	$17,650 or less	$29,450 or less	$47,100 or less
6	$18,950 or less	$31,600 or less	$50,550 or less
7	$20,250 or less	$33,800 or less	$54,050 or less
8	$21,600 or less	$35,950 or less	$57,550 or less

<u>*Moderate income household*</u> means a household having an income equal to or less than the Section 8 low income limit established by HUD. A <u>*low income household*</u> means a household having an income equal to or less than the Section 8 very low income limit (50 %) established by HUD. An <u>*extremely low income household*</u> 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, effective April 6, 2001.

EXHIBIT "C"

LUTHERAN SOCIAL SERVICES OF NEVADA

SCOPE OF SERVICES

ESG Program Year 2001/2002

1. City of Las Vegas will provide EIGHT THOUSAND SIX HUNDRED FORTY FIVE AND NO/100TH DOLLARS ($8,645) in Fiscal Year 2001/2002 ESG funds (the "Funds") to Economic Opportunity Board of Clark County to assist with the cost of program services provided.

2. During the fiscal year ending June 30, 2002, Subrecipient will reduce homelessness and reduce barriers to economic self sufficiency.

3. Specifically, the objectives of the Program in this fiscal year will be to:

Increase the availability of housing by providing funds for temporary shelter, weekly lodging, and permanent housing to ten clients who are employed or seeking employment.

Provide 30% of clients with financial assistance for work and transportation related costs, as needed.

4. Subrecipient will provide to City of Las Vegas written notice of any program changes during the fiscal year for which City funds are allocated under the provisions of this Agreement.

EXHIBIT "D"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

LUTHERAN SOCIAL SERVICES OF NEVADA

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	$-0-
SHELTER OPERATIONS (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	-0-
INDIRECT/ADMINISTRATIVE COSTS**	-0-
ESSENTIAL SERVICES TO THE HOMELESS* (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.	5,842
HOMELESS PREVENTION* (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	2,803
TOTAL	**$8,645**

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

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

EXHIBIT "E" – Part I

Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

Shelter Type:

Total # Beds/Spaces Available in:

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

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

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

Number of Individuals Sheltered:

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

Average number sheltered daily: Adults: ________ Children: ________

Participant Characteristics:

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

Caucasian/White:	________	Asian/Pacific Islander:	________
African American/Black:	________	American Indian:	________
Hispanic/Latino:	________	Other:	________

On an average day, approximate percentages of:

Unaccompanied 18 and over...	Male	______%	Female	______%
Unaccompanied under 18........	Male	______%	Female	______%
Families with Children, Headed by:				
Adult(s) 18 and over......	Male	______%	Female:	______%
Youth 18 and under		______%		

On an average day, approximate percentage who are:

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

EXHIBIT "E" – Part II

Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ____________________

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

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

Number of Individuals Served:

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

Average number served daily ________

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

Caucasian/White:	______
African American/Black:	______
Hispanic/Latino:	______
Asian/Pacific Islander:	______
American Indian:	______

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

ACCEPTANCE OF GRANT AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I,__________________ , Authorized Representative of Lutheran Social Services of Nevada , a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Grant City Funds to Lutheran Social Services of Nevada, adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein.

EXECUTED this ________ day of ______________________, 2001.

By ___________________________
Authorized Representative

I, ____________________ , certify that I am the Secretary of Lutheran Social Services of Nevada, a Nevada non-profit corporation, and that _______________________ signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of Lutheran Social Services of Nevada, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement to Grant City Funds to Lutheran Social Services of Nevada, adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By ___________________________
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on __________________ by ____________________
(Date) (Name of Person)

as ________________________________ of .
(Title)

____
(Signature of Notarial Officer)

(SEAL)

____
(Title and Rank)

My Commission expires: ________________________________

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

THE SALVATION ARMY OF LAS VEGAS

THIS AGREEMENT, made and entered into this 23rd day of October, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and THE SALVATION ARMY OF LAS VEGAS, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as Subrecipient, whose primary mailing address at the date of execution is 2900 Palomino Lane, Las Vegas, NV 89107. This agreement will remain in effect for one year or until June 30, 2002.

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

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

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

WHEREAS, The Salvation Army of Las Vegas, a Nevada non-profit corporation created for religious, charitable, or educational purposes as defined by NRS 2454.1505 and NRS 372.3261 and located at 2900 Palomino Lane, Las Vegas, NV proposes to provide Vocational Training and Placement at 33 W. Owens, Las Vegas, Nevada, and more specifically described in Exhibit "C", Scope of Services (the "Program"); and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants

for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

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

WHEREAS, pursuant to NRS 244.1505 the City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of the City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

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

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

I. Scope of Services

A. The City will provide a total of SEVEN THOUSAND TEN AND NO/100TH DOLLARS ($7,010) in Federal Fiscal Year 2001/2002 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "C", Scope of Services, during the period from July 1, 2001 through June 30, 2002 as outlined in Exhibit "D", "Expenditures Eligible for Reimbursement".

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

C. Subrecipient will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

(1) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

(2) Other federal, state, local and private assistance available for such individuals.

D. Subrecipient will provide essential services and direct assistance to homeless families that constitutes a new service, as defined in 42 USC 11374 (a)(2), or is a quantifiable increase in the level of services being provided, in utilizing ESG funds for the Program. If the Funds are to be used to assist families that have received eviction notices, the Subrecipient agrees to meet the following conditions, in accordance with 24 CFR 576.21:

(1) The inability of the family to make the required payments must be the result of a sudden reduction in income;

(2) The assistance must be necessary to avoid eviction of the family or termination of utility services to the family;

(3) There must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and

(4) The assistance must not supplant funding for preexisting homeless prevention activities from any other sources.

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

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "C" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "E", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2002 reflecting services for the previous fiscal year (July 1, 2001 through June 30, 2002), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

H. Subrecipient will provide a listing of all addresses used by the Subrecipient as shelter units for the homeless participants in the Program, within fifteen

(15) days after Subrecipient has received the transmittal letter or fifteen (15) days after Subrecipient has added a new shelter unit to the Program.

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

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

K. Subrecipient shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

L. Subrecipient shall comply with non-discrimination and equal opportunity practices as delineated in 24 CFR 576.57(a).

II. City General Conditions

A. Subrecipient will obtain any and all federal, state and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement to enable the Subrecipient to provide services to the homeless. The City shall have no relationship whatsoever with the homeless services except the provision of financial support and the receipt of such reports as are required in this Agreement. To the extent, if at all, that any relationship to such services on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Subrecipient an agent of the City. The Las Vegas City Council has not delegated to any City officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent of the City.

C. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without written approval from the City. Any assignee must meet ESG program requirements and serve eligible homeless clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in forfeiture of all financial support provided herein.

D. (1) If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:

Bodily Injuries: $500,000 each person;
$500,000 each occurrence;

Property Damage: $500,000 each person;
$500,000 each occurrence; and

(2) Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Subrecipient shall furnish to the City a copy of each policy for the aforementioned insurance coverage within ten days after receipt of transmittal letter and signed contract and shall notify the City at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The City shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

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

(1) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;

(2) Whether the objectives of the Program are being achieved;

(3) Whether the Program is being operated in an efficient and effective manner;

(4) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(5) Whether the financial operations of the Program are being conducted properly;

(6) Whether the periodic reports to the City contain accurate and reliable information; and

(7) Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

Visits by the City, independent auditors contracted by the City, representatives of HUD, or the Comptroller General of the United States, shall be announced to Subrecipient in advance of those visits, and shall occur during normal operating hours. Such persons may request, and if such request is made, shall be granted access to all of the books, documents, papers, and records of Subrecipient which relate to the Program. Such persons may interview recipients of the services of the Program.

F. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgements of whatever nature including but not limited to claims for contribution 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 all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgements, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

G. Subrecipient will not use any funds or resources which are supplied by the ESG program in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the City of any legal action which is filed by or against it.

H. If Subrecipient is a primarily religious organization, the City will require Subrecipient to be bound by ESG program limitations as established by 24 CFR 576.23.

I. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

K. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of the Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA), and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub.L. 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR Part 100.

7. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

8. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

9. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR Part 146.

10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8. For purposes of the ESG program, the term "dwelling units" in 24 CFR, Part 8, shall include sleeping accommodations.

11. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.

12. The Federal Labor Standards Act.

13. The Fair Labor Standards Act, as amended.

14. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act of 1987, and the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and any amendments thereto.

17. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544), as amended by Section 903 of the Housing and Community Development Act of 1992, Pub. L. 102-550, approved October 28, 1992 (1992 HCD Act), and Section 3003 of the Omnibus Budget Reconciliation Act of 1993, Pub. L. 103-66, approved August 10, 1993.

18. 24 CFR, Part 92, of the Cranston-Gonzalez National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

20. Section 319 of Pub. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits the use of 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 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.

21. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient must:

a. not discriminate against any employee or applicant for employee on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, agent, consultant, employee, or elected or appointed official of the City, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any activity, contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

C. None of the personnel employed by Subrecipient in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.

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

G. Subrecipient shall maintain the following books, documents, papers, and records:

(1) Books, documents, papers and records which show the name, address, if any, and telephone number, if any, of all clients of the Program;

(2) Books, documents, papers and records sufficient to produce the reports required in paragraphs II E and F;

(3) Books, documents, papers and records required by paragraphs IV.C and IV.D; and

(4) Such other books, documents, papers and records as the City may require to comply with 24 CFR 576.65.

Subrecipient shall maintain the books, documents, papers and records in the manner and for the time periods specified in the United States Office of Management and Budget (OMB) Circular No. A-110 and A-122, as they relate to the acceptance and use of ESG amounts by private non-profit organizations. Such records

shall be retained for a 4-year period to document compliance with the provisions of 24 CFR 576.65.

B. Should Subrecipient acquire equipment or real property using the Funds, Subrecipient shall comply with the following conditions:

1. Equipment or real property shall be used by Subrecipient in the provision of services for the Program as long as needed, whether or not the Program continues to be supported by City funds.

2. When equipment or real property acquired with the Funds is no longer needed for the Program, disposition of the equipment may be as follows:

a. If acquiring replacement equipment, Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the written approval of the City;

b. Items of equipment or real property with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by Subrecipient with no further obligation;

c. Items of equipment or real property with a current per unit fair market value in excess of $5,000 must be returned to the City, or may be retained or sold by Subrecipient, and the Subrecipient shall return to the City the amount of the Funds, calculated by multiplying the current market value or proceeds from sale by the Fund's share of the equipment or property.

3. Subrecipient shall maintain property records that include a description of all property acquired with the Funds, a serial number or other identification number, the source of property, acquisition date, cost of the property, location, use and condition of the property, and what percentage of price was paid for by the Funds. Property records shall also include details concerning ultimate disposition data, including date of disposal and sale price of the property. Subrecipient shall forward copies of property records as they are updated.

IV. <u>Financial Management</u>

A. This Agreement is subject to other requirements of OMB Circular No. A-110 and its relevant attachments "A" through "O"; and OMB Circular No. A-122, entitled "Cost Principles for Non-Profit Organizations", as they relate to the use of the Funds by Subrecipient.

B. Subrecipient shall comply with OMB Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.

C. All Subrecipient's costs of the Program shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers,

orders and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the City.

E. In the event that the City finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects and programs under the ESG program.

F. Expenditures submitted for reimbursement by Subrecipient to the City from the Funds will be accounted for by Subrecipient in a ledger separate from all other revenue sources.

G. Expenditures eligible for reimbursement by the City from the Funds are delineated in Exhibit "D", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "D" without prior written approval of the City.

H. The City will reimburse Subrecipient for all eligible costs of the Program up to the total amount of the Funds allocated in this Agreement. Invoices containing receipts and/or cancelled checks will be submitted by Subrecipient on a monthly basis. Expenditures for "Essential Services" shall include documentation concerning the participant for whom the essential service was provided. Expenditures for "Homeless Prevention" assistance shall include documentation concerning the participant for whom the prevention assistance was provided and documentation that demonstrates the assistance was necessary to avoid eviction or termination of utility services, as required in I.D.

Expenditures will be reviewed for consistency with the approved budget and scope of services as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.

I. Reimbursement to Subrecipient is contingent upon receipt by the City of their Fiscal Year 2001/2002 ESG program grant funds in the amounts shown on Exhibit "A". The City shall bear no liability to fund or provide payment to Subrecipient in the

event ESG funds are not received during Federal Fiscal Year 2001/2002 in the amounts shown on Exhibit "A".

J. In the event that the total of the City Fiscal Year 2001/2002 ESG funds that are allocated to the Program are not expended within eighteen months, in accordance with 24 CFR Part 576, Subpart C, 576.35 (a)(2), the City reserves the right to extract the unexpended portion for other projects or programs under their respective ESG grant.

K. The City shall not be obligated to pay any monies for the Program in the event that any of the ESG funds provided for in Exhibit "A" are terminated or withheld from the City or otherwise not forthcoming and in such event the City may modify or revoke this Agreement. Nothing in this Agreement shall prohibit the City, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the City receives only a portion of the Funds expected to be received by them from HUD in the amounts described at Exhibit "A".

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

V. Expiration, Modification, or Revocation of Resolution

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2002. A six month extension of the June 30, 2002 expiration date may be authorized in writing by the Manager of the Neighborhood Development Division of NSD if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the City.

B. The parties hereto are required to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable federal statutes or regulations.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the City may suspend or revoke this Agreement, and the provision of the Funds, in accordance with 24 CFR 85.43.

D. The city may revoke this Agreement at any time for its convenience, in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

BY: ____________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

____________________ 10/2/01
Deputy City Attorney

THE SALVATION ARMY OF LAS VEGAS

BY: ____________________
EXECUTIVE DIRECTOR

ATTEST:

Margaret K. Griffin, Secretary 10/19/01

EXHIBIT "A"

ESG FUNDS DISTRIBUTION

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

$143,000	City of Las Vegas Grant Amount

EXHIBIT "B"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	$11,450 or less	$19,100or less	$30,500 or less
2	$13,100 or less	$21,800 or less	$34,900 or less
3	$14,700 or less	$24,550 or less	$39,250 or less
4	$16,350 or less	$27,250 or less	$43,600 or less
5	$17,650 or less	$29,450 or less	$47,100 or less
6	$18,950 or less	$31,600 or less	$50,550 or less
7	$20,250 or less	$33,800 or less	$54,050 or less
8	$21,600 or less	$35,950 or less	$57,550 or less

Moderate income household means a household having an income equal to or less than the Section 8 low income limit established by HUD. A *low income household* means a household having an income equal to or less than the Section 8 very low income limit (50 %) established by HUD. 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, effective April 6, 2001.

EXHIBIT "C"

THE SALVATION ARMY OF LAS VEGAS

SCOPE OF SERVICES

ESG Program Year 2001/2002

1. City of Las Vegas will provide SEVEN THOUSAND TEN AND NO/100TH DOLLARS ($7,010) in Fiscal Year 2001/2002 ESG funds (the "Funds") to Salvation Army of Las Vegas to assist with the cost of program services provided.

2. During the fiscal year ending June 30, 2002, Subrecipient will provide vocational training and placement.

3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide shelter, meals and basic services to homeless individuals; 1,400 of whom will apply for assistance in finding employment.

Provide vocational training to 285 of these individuals.

Place 185 individuals in Salvation Army sponsored vocational training programs; with 75% completing the training.

95% of those trained will be placed in employment in the field for which they were trained.

85% of those employed will be independently housed within 90 days.

After 90 days, 85% of those placed in employment will continue to be employed, and 80% of those contacted will have remained housed.

4. Subrecipient will provide to City of Las Vegas written notice of any program changes during the fiscal year for which City funds are allocated under the provisions of this Agreement.

EXHIBIT "D"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

THE SALVATION ARMY OF LAS VEGAS

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	$-0-
SHELTER OPERATIONS (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	7,010
INDIRECT/ADMINISTRATIVE COSTS**	-0-
ESSENTIAL SERVICES TO THE HOMELESS* (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.	-0-
HOMELESS PREVENTION* (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	-0-
TOTAL	**$7,010**

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

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

EXHIBIT "E" – Part I

Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: ________ Scattered Site Apartment: ________

Group / Large House: ________ Mobile Home / Trailer: ________

Single Family Detached House(s): ________ Hotel / Motel: ________

Other: ____________: ________ # Mats on the Floor: ________

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

Highest # People Sheltered: ________ Lowest # People Sheltered: ________

Date/Day of Week: ________ Date / Day of Week: ________

# of Adults: ________ # of Adults: ________

Children: ________ # Children: ________

Number of Individuals Sheltered:

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

Average number sheltered daily: Adults: ________ Children: ________

Participant Characteristics:

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

Caucasian/White: ________ Asian/Pacific Islander: ________

African American/Black: ________ American Indian: ________

Hispanic/Latino: ________ Other: ________

On an average day, approximate percentages of:

Unaccompanied 18 and over... Male ______% Female ______%

Unaccompanied under 18........ Male ______% Female ______%

Families with Children, Headed by:

Adult(s) 18 and over...... Male ______% Female: ______%

Youth 18 and under ______%

On an average day, approximate percentage who are:

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

EXHIBIT "E" – Part II

Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

Service Type(s):

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

Needs Assessment/Referral: ________ Transportation Assistance: ________

Case Management: ________ Employment Assistance: ________

Counseling: ________ Child Care Assistance: ________

Addictions Treatment: ________ Rental Assistance (Prevention): ________

Remedial Education Services: ________ Utility Cut-Off Prevention: ________

Life Skills: ________ Food Provisions: ________

Outreach to un-sheltered: ________ Soup Kitchen/Meals: ________

Job Training/Placement: ________ Other:________________: ________

Number of Individuals Served:

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

Average number served daily __________

Participant Characteristics:

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

Caucasian/White: ________

African American/Black: ________

Hispanic/Latino: ________

Asian/Pacific Islander: ________

American Indian: ________

Project Accomplishments:

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

ACCEPTANCE OF GRANT AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Jim Sullivan, Authorized Representative of The Salvation Army of Las Vegas , a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Grant City Funds to The Salvation Army of Las Vegas, adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein.

EXECUTED this 18th day of October, 2001.

By Jim Sullivan
Authorized Representative

I, Margaret K. Arthur, certify that I am the Secretary of The Salvation Army of Las Vegas, a Nevada non-profit corporation, and that I signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of The Salvation Army of Las Vegas, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement to Grant City Funds to The Salvation Army of Las Vegas, adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Margaret K. Arthur
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on Oct 18, 2001 (Date) by MARGRET K. ARTHUR (Name of Person)

as ADMINISTRATIVE ASST (Title) of THE SALVATION ARMY,

Charles Desiderio
(Signature of Notarial Officer)

(SEAL)

(Title and Rank)

My Commission expires: Aug 14, 2004

Notary Public - State of Nevada
County of Clark
CHARLES DESIDERIO
My Appointment Expires
August 14, 2004
No: 96-4825-1

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

SVDP MANAGEMENT, INC.

THIS AGREEMENT, made and entered into this 28 day of December, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and SVDP MANAGEMENT, INC., a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as Subrecipient, whose primary mailing address at the date of execution is 1559 N. Main St., Las Vegas, NV 89101. This agreement will remain in effect for one year or until June 30, 2002.

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

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

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

WHEREAS, SVDP MANAGEMENT, INC., a Nevada non-profit corporation created for religious, charitable, or educational purposes as defined by NRS 2454.1505 and NRS 372.3261 and located at 1559 N. Main St., Las Vegas, NV proposes to provide a seasonal cold weather shelter at 1559 N. Main St., Las Vegas, Nevada, and more specifically as described in Exhibit "C", Scope of Services (the "Program"); and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants

for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

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

WHEREAS, pursuant to NRS 244.1505 the City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of the City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

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

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

I. <u>Scope of Services</u>

A. The City will provide a total of TWELVE THOUSAND NINE HUNDRED SIXTY THREE AND NO/100TH DOLLARS ($12,963) in Federal Fiscal Year 2001/2002 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "C", Scope of Services, during the period from July 1, 2001 through June 30, 2002 as outlined in Exhibit "D", "Expenditures Eligible for Reimbursement".

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

C. Subrecipient will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

(1) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

(2) Other federal, state, local and private assistance available for such individuals.

D. Subrecipient will provide essential services and direct assistance to homeless families that constitute a new service, as defined in 42 USC 11374 (a)(2), or is a quantifiable increase in the level of services being provided, in utilizing ESG funds for the Program. If the Funds are to be used to assist families that have received eviction notices, the Subrecipient agrees to meet the following conditions, in accordance with 24 CFR 576.21:

(1) The inability of the family to make the required payments must be the result of a sudden reduction in income;

(2) The assistance must be necessary to avoid eviction of the family or termination of utility services to the family;

(3) There must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and

(4) The assistance must not supplant funding for preexisting homeless prevention activities from any other sources.

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

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "C" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "E", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2002 reflecting services for the previous fiscal year (July 1, 2001 through June 30, 2002), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

H. Subrecipient will provide a listing of all addresses used by the Subrecipient as shelter units for the homeless participants in the Program, within fifteen

(15) days after Subrecipient has received the transmittal letter or fifteen (15) days after Subrecipient has added a new shelter unit to the Program.

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

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

K. Subrecipient shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

L. Subrecipient shall comply with non-discrimination and equal opportunity practices as delineated in 24 CFR 576.57(a).

II. City General Conditions

A. Subrecipient will obtain any and all federal, state and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement to enable the Subrecipient to provide services to the homeless. The City shall have no relationship whatsoever with the homeless services except the provision of financial support and the receipt of such reports as are required in this Agreement To the extent, if at all, that any relationship to such services on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Subrecipient an agent of the City. The Las Vegas City Council has not delegated to any City officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent of the City.

C. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without written approval from the City. Any assignee must meet ESG program requirements and serve eligible homeless clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in forfeiture of all financial support provided herein.

D. (1) If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:

Bodily Injuries: $500,000 each person;
$500,000 each occurrence;

Property Damage: $500,000 each person;
$500,000 each occurrence; and

(2) Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Subrecipient shall furnish to the City a copy of each policy for the aforementioned insurance coverage within ten days after receipt of transmittal letter and signed contract and shall notify the City at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The City shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

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

(1) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;

(2) Whether the objectives of the Program are being achieved;

(3) Whether the Program is being operated in an efficient and effective manner;

(4) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(5) Whether the financial operations of the Program are being conducted properly;

(6) Whether the periodic reports to the City contain accurate and reliable information; and

(7) Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

Visits by the City, independent auditors contracted by the City, representatives of HUD, or the Comptroller General of the United States, shall be announced to Subrecipient in advance of those visits, and shall occur during normal operating hours. Such persons may request, and if such request is made, shall be granted access to all of the books, documents, papers, and records of Subrecipient which relate to the Program. Such persons may interview recipients of the services of the Program.

F. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgements of whatever nature including but not limited to claims for contribution 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 all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgements, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

G. Subrecipient will not use any funds or resources which are supplied by the ESG program in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the City of any legal action which is filed by or against it.

H. If Subrecipient is a primarily religious organization, the City will require Subrecipient to be bound by ESG program limitations as established by 24 CFR 576.23.

I. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

K. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of the Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA), and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub.L. 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR Part 100.

7. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

8. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

9. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR Part 146.

10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8. For purposes of the ESG program, the term "dwelling units" in 24 CFR, Part 8, shall include sleeping accommodations.

11. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.

12. The Federal Labor Standards Act.

13. The Fair Labor Standards Act, as amended.

14. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act of 1987, and the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and any amendments thereto.

17. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544), as amended by Section 903 of the Housing and Community Development Act of 1992, Pub. L. 102-550, approved October 28, 1992 (1992 HCD Act), and Section 3003 of the Omnibus Budget Reconciliation Act of 1993, Pub. L. 103-66, approved August 10, 1993.

18. 24 CFR, Part 92, of the Cranston-Gonzalez National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

20. Section 319 of Pub. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits the use of 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 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.

21. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient must:

a. not discriminate against any employee or applicant for employee on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, agent, consultant, employee, or elected or appointed official of the City, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any activity, contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

C. None of the personnel employed by Subrecipient in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.

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

G. Subrecipient shall maintain the following books, documents, papers, and records:

(1) Books, documents, papers and records which show the name, address, if any, and telephone number, if any, of all clients of the Program;

(2) Books, documents, papers and records sufficient to produce the reports required in paragraphs II E and F;

(3) Books, documents, papers and records required by paragraphs IV.C and IV.D; and

(4) Such other books, documents, papers and records as the City may require to comply with 24 CFR 576.65.

Subrecipient shall maintain the books, documents, papers and records in the manner and for the time periods specified in the United States Office of Management and Budget (OMB) Circular No. A-110 and A-122, as they relate to the acceptance and use of ESG amounts by private non-profit organizations. Such records

shall be retained for a 4-year period to document compliance with the provisions of 24 CFR 576.65.

B. Should Subrecipient acquire equipment or real property using the Funds, Subrecipient shall comply with the following conditions:

1. Equipment or real property shall be used by Subrecipient in the provision of services for the Program as long as needed, whether or not the Program continues to be supported by City funds.

2. When equipment or real property acquired with the Funds is no longer needed for the Program, disposition of the equipment may be as follows:

a. If acquiring replacement equipment, Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the written approval of the City;

b. Items of equipment or real property with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by Subrecipient with no further obligation;

c. Items of equipment or real property with a current per unit fair market value in excess of $5,000 must be returned to the City, or may be retained or sold by Subrecipient, and the Subrecipient shall return to the City the amount of the Funds, calculated by multiplying the current market value or proceeds from sale by the Fund's share of the equipment or property.

3. Subrecipient shall maintain property records that include a description of all property acquired with the Funds, a serial number or other identification number, the source of property, acquisition date, cost of the property, location, use and condition of the property, and what percentage of price was paid for by the Funds. Property records shall also include details concerning ultimate disposition data, including date of disposal and sale price of the property. Subrecipient shall forward copies of property records as they are updated.

IV. <u>Financial Management</u>

A. This Agreement is subject to other requirements of OMB Circular No. A-110 and its relevant attachments "A" through "O"; and OMB Circular No. A-122, entitled "Cost Principles for Non-Profit Organizations", as they relate to the use of the Funds by Subrecipient.

B. Subrecipient shall comply with OMB Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.

C. All Subrecipient's costs of the Program shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers,

orders and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the City.

E. In the event that the City finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects and programs under the ESG program.

F. Expenditures submitted for reimbursement by Subrecipient to the City from the Funds will be accounted for by Subrecipient in a ledger separate from all other revenue sources.

G. Expenditures eligible for reimbursement by the City from the Funds are delineated in Exhibit "D", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "D" without prior written approval of the City.

H. The City will reimburse Subrecipient for all eligible costs of the Program up to the total amount of the Funds allocated in this Agreement. Invoices containing receipts and/or cancelled checks will be submitted by Subrecipient on a monthly basis. Expenditures for "Essential Services" shall include documentation concerning the participant for whom the essential service was provided. Expenditures for "Homeless Prevention" assistance shall include documentation concerning the participant for whom the prevention assistance was provided and documentation that demonstrates the assistance was necessary to avoid eviction or termination of utility services, as required in I.D.

Expenditures will be reviewed for consistency with the approved budget and scope of services as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.

I. Reimbursement to Subrecipient is contingent upon receipt by the City of their Fiscal Year 2001/2002 ESG program grant funds in the amounts shown on Exhibit "A". The City shall bear no liability to fund or provide payment to Subrecipient in the

event ESG funds are not received during Federal Fiscal Year 2001/2002 in the amounts shown on Exhibit "A".

J. In the event that the total of the City Fiscal Year 2001/2002 ESG funds that are allocated to the Program are not expended within eighteen months, in accordance with 24 CFR Part 576, Subpart C, 576.35 (a)(2), the City reserves the right to extract the unexpended portion for other projects or programs under their respective ESG grant.

K. The City shall not be obligated to pay any monies for the Program in the event that any of the ESG funds provided for in Exhibit "A" are terminated or withheld from the City or otherwise not forthcoming and in such event the City may modify or revoke this Agreement. Nothing in this Agreement shall prohibit the City, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the City receives only a portion of the Funds expected to be received by them from HUD in the amounts described at Exhibit "A".

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

V. <u>Expiration, Modification, or Revocation of Resolution</u>

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2002. A six month extension of the June 30, 2002 expiration date may be authorized in writing by the Manager of the Neighborhood Development Division of NSD if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the City.

B. The parties hereto are required to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable federal statutes or regulations.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the City may suspend or revoke this Agreement, and the provision of the Funds, in accordance with 24 CFR 85.43.

D. The City may revoke this Agreement at any time for its convenience, in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

BY: ____________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

10/2/01
Deputy City Attorney

SVDP MANAGEMENT, INC.

BY: Father Joe Carroll
PRESIDENT

ATTEST:

____

EXHIBIT "A"

ESG FUNDS DISTRIBUTION

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

$143,000 City of Las Vegas Grant Amount

EXHIBIT "B"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	$11,450 or less	$19,100or less	$30,500 or less
2	$13,100 or less	$21,800 or less	$34,900 or less
3	$14,700 or less	$24,550 or less	$39,250 or less
4	$16,350 or less	$27,250 or less	$43,600 or less
5	$17,650 or less	$29,450 or less	$47,100 or less
6	$18,950 or less	$31,600 or less	$50,550 or less
7	$20,250 or less	$33,800 or less	$54,050 or less
8	$21,600 or less	$35,950 or less	$57,550 or less

Moderate income household means a household having an income equal to or less than the Section 8 low income limit established by HUD. A *low income household* means a household having an income equal to or less than the Section 8 very low income limit (50 %) established by HUD. 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, effective April 6, 2001.

EXHIBIT "C"

SVDP MANAGEMENT, INC.

SCOPE OF SERVICES

ESG Program Year 2001/2002

1. City of Las Vegas will provide TWELVE THOUSAND NINE HUNDRED SIXTY THREE AND NO/100TH DOLLARS ($12,963) in Fiscal Year 2001/2002 ESG funds (the "Funds") to SVDP MANAGEMENT, INC. to assist with the cost of program services provided.

2. During the fiscal year ending June 30, 2002, Subrecipient will provide seasonal cold weather shelter.

3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide 250 cots/beds with blankets in a vinyl sprung structure for up to 250 homeless men each night.

Provide heating/cooling of air as needed..

Provide toilets and hand-washing stations on-site for participants.

Provide access to supportive services through the Crisis Intervention Center and MASH Medical Clinic.

4. Subrecipient will provide to City of Las Vegas written notice of any program changes during the fiscal year for which City funds are allocated under the provisions of this Agreement.

EXHIBIT "D"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

SVDP MANAGEMENT, INC.

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	$-0-
SHELTER OPERATIONS (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	12,963
INDIRECT/ADMINISTRATIVE COSTS**	-0-
ESSENTIAL SERVICES TO THE HOMELESS* (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.	-0-
HOMELESS PREVENTION* (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	-0-
TOTAL	**$12,963**

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

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

EXHIBIT "E" – Part I

Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: ________ Scattered Site Apartment: ________

Group / Large House: ________ Mobile Home / Trailer: ________

Single Family Detached House(s): ________ Hotel / Motel: ________

Other: ______________: ________ # Mats on the Floor: ________

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

Highest # People Sheltered: ________ Lowest # People Sheltered: ________

Date/Day of Week: ________ Date / Day of Week: ________

# of Adults: ________ # of Adults: ________

Children: ________ # Children: ________

Number of Individuals Sheltered:

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

Average number sheltered daily: Adults: ________ Children: ________

Participant Characteristics:

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

Caucasian/White: ________ Asian/Pacific Islander: ________

African American/Black: ________ American Indian: ________

Hispanic/Latino: ________ Other: ________

On an average day, approximate percentages of:

Unaccompanied 18 and over... Male ______% Female ______%

Unaccompanied under 18........ Male ______% Female ______%

Families with Children, Headed by:

Adult(s) 18 and over...... Male ______% Female: ______%

Youth 18 and under ______%

On an average day, approximate percentage who are:

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

EXHIBIT "E" – Part II

Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________

Service Type(s):

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

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

Number of Individuals Served:

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

Average number served daily ______

Participant Characteristics:

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

Caucasian/White:	______
African American/Black:	______
Hispanic/Latino:	______
Asian/Pacific Islander:	______
American Indian:	______

Project Accomplishments:

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

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Father Joe Carroll, Authorized Representative of SVDP Management, Inc., a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Grant City Funds to SVDP Management, Inc., adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein.

EXECUTED this 21st day of November, 2001.

By Father Joe Carroll
Authorized Representative

I, Chuck Valverde, certify that I am the Secretary of SVDP Management, Inc., a Nevada non-profit corporation, and that Father Joe Carroll signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of SVDP Management, Inc., and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement to Grant City Funds to SVDP Management, Inc., adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Chuck Valverde
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 11-21-01 (Date) by Clifford Williams (Name of Person)

as Notary Public (Title) of

CLIFFORD D. WILLIAMS
Commission # 1164290
Notary Public - California
San Diego County
My Comm. Expires Dec 5, 2001

(SEAL)

(Signature of Notarial Officer)

(Title and Rank)

My Commission expires: December 5, 2001

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

THE SHADE TREE SHELTER

THIS AGREEMENT, made and entered into this 19th day of October, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and THE SHADE TREE SHELTER, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as Subrecipient, whose primary mailing address at the date of execution is P.O. Box 669, Las Vegas, NV 89125-0669. This agreement will remain in effect for one year or until June 30, 2002.

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

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

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

WHEREAS, The Shade Tree Shelter, a Nevada non-profit corporation created for religious, charitable, or educational purposes as defined by NRS 2454.1505 and NRS 372.3261 and located at 1 W. Owens Ave., Las Vegas, NV proposes to provide 24 hour emergency shelter services at 1 W. Owens, Las Vegas, Nevada, and more specifically described in Exhibit "C", Scope of Services (the "Program"); and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants

for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

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

WHEREAS, pursuant to NRS 244.1505 the City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of the City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

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

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

I. <u>Scope of Services</u>

A. The City will provide a total of THIRTY FIVE THOUSAND FORTY NINE AND NO/100TH DOLLARS ($35,049) in Federal Fiscal Year 2001/2002 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "C", Scope of Services,during the period from July 1, 2001 through June 30, 2002 as outlined in Exhibit "D", "Expenditures Eligible for Reimbursement".

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

C. Subrecipient will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

(1) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

(2) Other federal, state, local and private assistance available for such individuals.

D. Subrecipient will provide essential services and direct assistance to homeless families that constitutes a new service, as defined in 42 USC 11374 (a)(2), or is a quantifiable increase in the level of services being provided, in utilizing ESG funds for the Program. If the Funds are to be used to assist families that have received eviction notices, the Subrecipient agrees to meet the following conditions, in accordance with 24 CFR 576.21:

(1) The inability of the family to make the required payments must be the result of a sudden reduction in income;

(2) The assistance must be necessary to avoid eviction of the family or termination of utility services to the family;

(3) There must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and

(4) The assistance must not supplant funding for preexisting homeless prevention activities from any other sources.

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

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "C" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "E", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2002 reflecting services for the previous fiscal year (July 1, 2001 through June 30, 2002), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

H. Subrecipient will provide a listing of all addresses used by the Subrecipient as shelter units for the homeless participants in the Program, within fifteen

(15) days after Subrecipient has received the transmittal letter or fifteen (15) days after Subrecipient has added a new shelter unit to the Program.

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

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

K. Subrecipient shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

L. Subrecipient shall comply with non-discrimination and equal opportunity practices as delineated in 24 CFR 576.57(a).

II. <u>City General Conditions</u>

A. Subrecipient will obtain any and all federal, state and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement to enable the Subrecipient to provide services to the homeless. The City shall have no relationship whatsoever with the homeless services except the provision of financial support and the receipt of such reports as are required in this Agreement. To the extent, if at all, that any relationship to such services on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Subrecipient an agent of the City. The Las Vegas City Council has not delegated to any City officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent of the City.

C. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without written approval from the City. Any assignee must meet ESG program requirements and serve eligible homeless clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in forfeiture of all financial support provided herein.

D. (1) If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:

Bodily Injuries:	$500,000 each person; $500,000 each occurrence;
Property Damage:	$500,000 each person; $500,000 each occurrence; and

(2) Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Subrecipient shall furnish to the City a copy of each policy for the aforementioned insurance coverage within ten days after receipt of transmittal letter and signed contract and shall notify the City at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The City shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

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

(1) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;

(2) Whether the objectives of the Program are being achieved;

(3) Whether the Program is being operated in an efficient and effective manner;

(4) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(5) Whether the financial operations of the Program are being conducted properly;

(6) Whether the periodic reports to the City contain accurate and reliable information; and

(7) Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

Visits by the City, independent auditors contracted by the City, representatives of HUD, or the Comptroller General of the United States, shall be announced to Subrecipient in advance of those visits, and shall occur during normal operating hours. Such persons may request, and if such request is made, shall be granted access to all of the books, documents, papers, and records of Subrecipient which relate to the Program. Such persons may interview recipients of the services of the Program.

F. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgements of whatever nature including but not limited to claims for contribution 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 all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgements, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

G. Subrecipient will not use any funds or resources which are supplied by the ESG program in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the City of any legal action which is filed by or against it.

H. If Subrecipient is a primarily religious organization, the City will require Subrecipient to be bound by ESG program limitations as established by 24 CFR 576.23.

I. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

K. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of the Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA), and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub.L. 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR Part 100.

7. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

8. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

9. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR Part 146.

10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8. For purposes of the ESG program, the term "dwelling units" in 24 CFR, Part 8, shall include sleeping accommodations.

11. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.

12. The Federal Labor Standards Act.

13. The Fair Labor Standards Act, as amended.

14. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act of 1987, and the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and any amendments thereto.

17. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544), as amended by Section 903 of the Housing and Community Development Act of 1992, Pub. L. 102-550, approved October 28, 1992 (1992 HCD Act), and Section 3003 of the Omnibus Budget Reconciliation Act of 1993, Pub. L. 103-66, approved August 10, 1993.

18. 24 CFR, Part 92, of the Cranston-Gonzalez National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

20. Section 319 of Pub. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits the use of 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 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.

21. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient must:

a. not discriminate against any employee or applicant for employee on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, agent, consultant, employee, or elected or appointed official of the City, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any activity, contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

C. None of the personnel employed by Subrecipient in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.

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

G. Subrecipient shall maintain the following books, documents, papers, and records:

(1) Books, documents, papers and records which show the name, address, if any, and telephone number, if any, of all clients of the Program;

(2) Books, documents, papers and records sufficient to produce the reports required in paragraph II E and F;

(3) Books, documents, papers and records required by paragraphs IV.C and IV.D; and

(4) Such other books, documents, papers and records as the City may require to comply with 24 CFR 576.65.

Subrecipient shall maintain the books, documents, papers and records in the manner and for the time periods specified in the United States Office of Management and Budget (OMB) Circular No. A-110 and A-122, as they relate to the acceptance and use of ESG amounts by private non-profit organizations. Such records

shall be retained for a 4-year period to document compliance with the provisions of 24 CFR 576.65.

B. Should Subrecipient acquire equipment or real property using the Funds, Subrecipient shall comply with the following conditions:

1. Equipment or real property shall be used by Subrecipient in the provision of services for the Program as long as needed, whether or not the Program continues to be supported by City funds.

2. When equipment or real property acquired with the Funds is no longer needed for the Program, disposition of the equipment may be as follows:

a. If acquiring replacement equipment, Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the written approval of the City;

b. Items of equipment or real property with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by Subrecipient with no further obligation;

c. Items of equipment or real property with a current per unit fair market value in excess of $5,000 must be returned to the City, or may be retained or sold by Subrecipient, and the Subrecipient shall return to the City the amount of the Funds, calculated by multiplying the current market value or proceeds from sale by the Fund's share of the equipment or property.

3. Subrecipient shall maintain property records that include a description of all property acquired with the Funds, a serial number or other identification number, the source of property, acquisition date, cost of the property, location, use and condition of the property, and what percentage of price was paid for by the Funds. Property records shall also include details concerning ultimate disposition data, including date of disposal and sale price of the property. Subrecipient shall forward copies of property records as they are updated.

IV. Financial Management

A. This Agreement is subject to other requirements of OMB Circular No. A-110 and its relevant attachments "A" through "O"; and OMB Circular No. A-122, entitled "Cost Principles for Non-Profit Organizations", as they relate to the use of the Funds by Subrecipient.

B. Subrecipient shall comply with OMB Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.

C. All Subrecipient's costs of the Program shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers,

orders and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the City.

E. In the event that the City finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects and programs under the ESG program.

F. Expenditures submitted for reimbursement by Subrecipient to the City from the Funds will be accounted for by Subrecipient in a ledger separate from all other revenue sources.

G. Expenditures eligible for reimbursement by the City from the Funds are delineated in Exhibit "D", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "D" without prior written approval of the City.

H. The City will reimburse Subrecipient for all eligible costs of the Program up to the total amount of the Funds allocated in this Agreement. Invoices containing receipts and/or cancelled checks will be submitted by Subrecipient on a monthly basis. Expenditures for "Essential Services" shall include documentation concerning the participant for whom the essential service was provided. Expenditures for "Homeless Prevention" assistance shall include documentation concerning the participant for whom the prevention assistance was provided and documentation that demonstrates the assistance was necessary to avoid eviction or termination of utility services, as required in I.D.

Expenditures will be reviewed for consistency with the approved budget and scope of services as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.

I. Reimbursement to Subrecipient is contingent upon receipt by the City of their Fiscal Year 2001/2002 ESG program grant funds in the amounts shown on Exhibit "A". The City shall bear no liability to fund or provide payment to Subrecipient in the

event ESG funds are not received during Federal Fiscal Year 2001/2002 in the amounts shown on Exhibit "A".

J. In the event that the total of the City Fiscal Year 2001/2002 ESG funds that are allocated to the Program are not expended within eighteen months, in accordance with 24 CFR Part 576, Subpart C, 576.35 (a)(2), the City reserves the right to extract the unexpended portion for other projects or programs under their respective ESG grant.

K. The City shall not be obligated to pay any monies for the Program in the event that any of the ESG funds provided for in Exhibit "A" are terminated or withheld from the City or otherwise not forthcoming and in such event the City may modify or revoke this Agreement. Nothing in this Agreement shall prohibit the City, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the City receives only a portion of the Funds expected to be received by them from HUD in the amounts described at Exhibit "A".

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

V. Expiration, Modification, or Revocation of Resolution

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2002. A six month extension of the June 30, 2002 expiration date may be authorized in writing by the Manager of the Neighborhood Development Division of NSD if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the City.

B. The parties hereto are required to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable federal statutes or regulations.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the City may suspend or revoke this Agreement, and the provision of the Funds, in accordance with 24 CFR 85.4

D. The City may revoke this Agreement at any time for its convenience, in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

BY:__________________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

10/2/01
Deputy City Attorney

THE SHADE TREE SHELTER

BY: Brenda Dixon 10/5/01
EXECUTIVE DIRECTOR

ATTEST:

Judy S Klein

EXHIBIT "A"

ESG FUNDS DISTRIBUTION

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

$143,000 City of Las Vegas Grant Amount

EXHIBIT "B"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	$11,450 or less	$19,100or less	$30,500 or less
2	$13,100 or less	$21,800 or less	$34,900 or less
3	$14,700 or less	$24,550 or less	$39,250 or less
4	$16,350 or less	$27,250 or less	$43,600 or less
5	$17,650 or less	$29,450 or less	$47,100 or less
6	$18,950 or less	$31,600 or less	$50,550 or less
7	$20,250 or less	$33,800 or less	$54,050 or less
8	$21,600 or less	$35,950 or less	$57,550 or less

Moderate income household means a household having an income equal to or less than the Section 8 low income limit established by HUD. A *low income household* means a household having an income equal to or less than the Section 8 very low income limit (50 %) established by HUD. 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, effective April 6, 2001.

EXHIBIT "C"

THE SHADE TREE SHELTER

SCOPE OF SERVICES

ESG Program Year 2001/2002

1. City of Las Vegas will provide THIRTY FIVE THOUSAND FORTY NINE AND NO/100TH DOLLARS ($35,049) in Fiscal Year 2001/2002 ESG funds (the "Funds") to Salvation Army of Las Vegas to assist with the cost of program services provided.

2. During the fiscal year ending June 30, 2002, Subrecipient will provide 24 hour emergency shelter services.

3. Specifically, the objectives of the Program in this fiscal year will be to:

Shelter 2,100 homeless women, children providing community referrals, personal hygiene items, food/beverages, restroom/shower facilities, access to telephone services and a safe place to socialize and consider their options.

Provide the Day Shelter Program daily between the hours of 8 AM and 4 PM providing homeless women/children with a safe place to escape the urban environment.

Offer a Victims of Violence program to homeless women/children who are or have been victims of domestic violence or street crimes.

4. Subrecipient will provide to City of Las Vegas written notice of any program changes during the fiscal year for which City funds are allocated under the provisions of this Agreement.

EXHIBIT "D"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

THE SHADE TREE SHELTER

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION $-0-

SHELTER OPERATIONS 35,049

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

INDIRECT/ADMINISTRATIVE COSTS** -0-

ESSENTIAL SERVICES TO THE HOMELESS* -0-

(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.

HOMELESS PREVENTION* -0-

(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.

TOTAL **$35,049**

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

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

EXHIBIT "E" – Part I

Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: ________ Scattered Site Apartment: ________

Group / Large House: ________ Mobile Home / Trailer: ________

Single Family Detached House(s): ________ Hotel / Motel: ________

Other: ______________: ________ # Mats on the Floor: ________

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

Highest # People Sheltered: ________ Lowest # People Sheltered: ________

Date/Day of Week: ________ Date / Day of Week: ________

# of Adults: ________ # of Adults: ________

Children: ________ # Children: ________

Number of Individuals Sheltered:

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

Average number sheltered daily: Adults: ________ Children: ________

Participant Characteristics:

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

Caucasian/White: ________ Asian/Pacific Islander: ________

African American/Black: ________ American Indian: ________

Hispanic/Latino: ________ Other: ________

On an average day, approximate percentages of:

Unaccompanied 18 and over... Male ______% Female ______%

Unaccompanied under 18........ Male ______% Female ______%

Families with Children, Headed by:

Adult(s) 18 and over...... Male ______% Female: ______%

Youth 18 and under ______%

On an average day, approximate percentage who are:

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

EXHIBIT "E" – Part II

Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

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

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

Number of Individuals Served:

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

Average number served daily ________

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

Caucasian/White:	________
African American/Black:	________
Hispanic/Latino:	________
Asian/Pacific Islander:	________
American Indian:	________

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

ACCEPTANCE OF GRANT AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Diana R. Wilson, Authorized Representative of The Shade Tree Shelter, a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Grant City Funds to The Shade Tree Shelter, adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein.

EXECUTED this 10th day of October, 2001.

By Diana R. Wilson
Authorized Representative

I, Paula Francis, certify that I am the Secretary of The Shade Tree shelter, a Nevada non-profit corporation, and that Diana R. Wilson signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of The Shade Tree Shelter, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement to Grant City Funds to The Shade Tree Shelter, adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Paula Francis
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 10/10/01 (Date) by PAULA FRANCIS (Name of Person)

as SECRETARY (Title) of THE SHADE TREE SHELTER.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JUDY L. KLEIN
Appt. No. 89-2451-1
My Appt. Expires Aug. 10, 2004
(SEAL)

Judy L. Klein
(Signature of Notarial Officer)

NOTARY
(Title and Rank)

My Commission expires: 8/10/04

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

WESTCARE NEVADA, INC.

THIS AGREEMENT, made and entered into this 30th day of October, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and WESTCARE NEVADA, INC., a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as Subrecipient, whose primary mailing address at the date of execution is 300 E. Charleston Boulevard., Las Vegas, NV 89104. This agreement will remain in effect for one year or until June 30, 2002.

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

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

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

WHEREAS, WestCare Nevada, INC., a Nevada non-profit corporation created for religious, charitable, or educational purposes as defined by NRS 2454.1505 and NRS 372.3261 and located at 300 E. Charleston Boulevard, Las Vegas, NV proposes to provide adult detoxification service at 930 North 4th St., Las Vegas, Nevada, and more specifically described in Exhibit "C", Scope of Services (the "Program"); and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants

for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

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

WHEREAS, pursuant to NRS 244.1505 the City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of the City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

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

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

I. <u>Scope of Services</u>

A. The City will provide a total of ONE THOUSAND FOUR HUNDRED THIRTY AND NO/100TH DOLLARS ($1,430) in Federal Fiscal Year 2001/2002 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "C", Scope of Services, during the period from July 1, 2001 through June 30, 2002 as outlined in Exhibit "D", "Expenditures Eligible for Reimbursement".

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

C. Subrecipient will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

(1) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

(2) Other federal, state, local and private assistance available for such individuals.

D. Subrecipient will provide essential services and direct assistance to homeless families that constitutes a new service, as defined in 42 USC 11374 (a)(2), or is a quantifiable increase in the level of services being provided, in utilizing ESG funds for the Program. If the Funds are to be used to assist families that have received eviction notices, the Subrecipient agrees to meet the following conditions, in accordance with 24 CFR 576.21:

(1) The inability of the family to make the required payments must be the result of a sudden reduction in income;

(2) The assistance must be necessary to avoid eviction of the family or termination of utility services to the family;

(3) There must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and

(4) The assistance must not supplant funding for preexisting homeless prevention activities from any other sources.

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

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "C" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "E", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2002 reflecting services for the previous fiscal year (July 1, 2001 through June 30, 2002), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

H. Subrecipient will provide a listing of all addresses used by the Subrecipient as shelter units for the homeless participants in the Program, within fifteen

(15) days after Subrecipient has received the transmittal letter or fifteen (15) days after Subrecipient has added a new shelter unit to the Program.

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

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

K. Subrecipient shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

L. Subrecipient shall comply with non-discrimination and equal opportunity practices as delineated in 24 CFR 576.57(a).

II. City General Conditions

A. Subrecipient will obtain any and all federal, state and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement to enable the Subrecipient to provide services to the homeless. The City shall have no relationship whatsoever with the homeless services except the provision of financial support and the receipt of such reports as are required in this Agreement. To the extent, if at all, that any relationship to such services on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Subrecipient an agent of the City. The Las Vegas City Council has not delegated to any City officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent of the City.

C. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without written approval from the City. Any assignee must meet ESG program requirements and serve eligible homeless clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in forfeiture of all financial support provided herein.

D. (1) If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:

Bodily Injuries:	$500,000 each person; $500,000 each occurrence;
Property Damage:	$500,000 each person; $500,000 each occurrence; and

(2) Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Subrecipient shall furnish to the City a copy of each policy for the aforementioned insurance coverage within ten days after receipt of transmittal letter and signed contract and shall notify the City at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The City shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

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

(1) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;

(2) Whether the objectives of the Program are being achieved;

(3) Whether the Program is being operated in an efficient and effective manner;

(4) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(5) Whether the financial operations of the Program are being conducted properly;

(6) Whether the periodic reports to the City contain accurate and reliable information; and

(7) Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

Visits by the City, independent auditors contracted by the City, representatives of HUD, or the Comptroller General of the United States, shall be announced to Subrecipient in advance of those visits, and shall occur during normal operating hours. Such persons may request, and if such request is made, shall be granted access to all of the books, documents, papers, and records of Subrecipient which relate to the Program. Such persons may interview recipients of the services of the Program.

F. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgements of whatever nature including but not limited to claims for contribution 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 all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgements, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

G. Subrecipient will not use any funds or resources which are supplied by the ESG program in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the City of any legal action which is filed by or against it.

H. If Subrecipient is a primarily religious organization, the City will require Subrecipient to be bound by ESG program limitations as established by 24 CFR 576.23.

I. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

K. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of the Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA), and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub.L. 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR Part 100.

7. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

8. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

9. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR Part 146.

10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8. For purposes of the ESG program, the term "dwelling units" in 24 CFR, Part 8, shall include sleeping accommodations.

11. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.

12. The Federal Labor Standards Act.

13. The Fair Labor Standards Act, as amended.

14. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act of 1987, and the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and any amendments thereto.

17. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544), as amended by Section 903 of the Housing and Community Development Act of 1992, Pub. L. 102-550, approved October 28, 1992 (1992 HCD Act), and Section 3003 of the Omnibus Budget Reconciliation Act of 1993, Pub. L. 103-66, approved August 10, 1993.

18. 24 CFR, Part 92, of the Cranston-Gonzalez National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

20. Section 319 of Pub. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits the use of 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 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.

21. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient must:

a. not discriminate against any employee or applicant for employee on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, agent, consultant, employee, or elected or appointed official of the City, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any activity, contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

C. None of the personnel employed by Subrecipient in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.

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

G. Subrecipient shall maintain the following books, documents, papers, and records:

(1) Books, documents, papers and records which show the name, address, if any, and telephone number, if any, of all clients of the Program;

(2) Books, documents, papers and records sufficient to produce the reports required in paragraph II E and F;

(3) Books, documents, papers and records required by paragraphs IV.C and IV.D; and

(4) Such other books, documents, papers and records as the City may require to comply with 24 CFR 576.65.

Subrecipient shall maintain the books, documents, papers and records in the manner and for the time periods specified in the United States Office of Management and Budget (OMB) Circular No. A-110 and A-122, as they relate to the acceptance and use of ESG amounts by private non-profit organizations. Such records

shall be retained for a 4-year period to document compliance with the provisions of 24 CFR 576.65.

B. Should Subrecipient acquire equipment or real property using the Funds, Subrecipient shall comply with the following conditions:

1. Equipment or real property shall be used by Subrecipient in the provision of services for the Program as long as needed, whether or not the Program continues to be supported by City funds.

2. When equipment or real property acquired with the Funds is no longer needed for the Program, disposition of the equipment may be as follows:

a. If acquiring replacement equipment, Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the written approval of the City;

b. Items of equipment or real property with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by Subrecipient with no further obligation;

c. Items of equipment or real property with a current per unit fair market value in excess of $5,000 must be returned to the City, or may be retained or sold by Subrecipient, and the Subrecipient shall return to the City the amount of the Funds, calculated by multiplying the current market value or proceeds from sale by the Fund's share of the equipment or property.

3. Subrecipient shall maintain property records that include a description of all property acquired with the Funds, a serial number or other identification number, the source of property, acquisition date, cost of the property, location, use and condition of the property, and what percentage of price was paid for by the Funds. Property records shall also include details concerning ultimate disposition data, including date of disposal and sale price of the property. Subrecipient shall forward copies of property records as they are updated.

IV. Financial Management

A. This Agreement is subject to other requirements of OMB Circular No. A-110 and its relevant attachments "A" through "O"; and OMB Circular No. A-122, entitled "Cost Principles for Non-Profit Organizations", as they relate to the use of the Funds by Subrecipient.

B. Subrecipient shall comply with OMB Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.

C. All Subrecipient's costs of the Program shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers,

orders and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the City.

E. In the event that the City finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects and programs under the ESG program.

F. Expenditures submitted for reimbursement by Subrecipient to the City from the Funds will be accounted for by Subrecipient in a ledger separate from all other revenue sources.

G. Expenditures eligible for reimbursement by the City from the Funds are delineated in Exhibit "D", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "D" without prior written approval of the City.

H. The City will reimburse Subrecipient for all eligible costs of the Program up to the total amount of the Funds allocated in this Agreement. Invoices containing receipts and/or cancelled checks will be submitted by Subrecipient on a monthly basis. Expenditures for "Essential Services" shall include documentation concerning the participant for whom the essential service was provided. Expenditures for "Homeless Prevention" assistance shall include documentation concerning the participant for whom the prevention assistance was provided and documentation that demonstrates the assistance was necessary to avoid eviction or termination of utility services, as required in I.D.

Expenditures will be reviewed for consistency with the approved budget and scope of services as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.

I. Reimbursement to Subrecipient is contingent upon receipt by the City of their Fiscal Year 2001/2002 ESG program grant funds in the amounts shown on Exhibit "A". The City shall bear no liability to fund or provide payment to Subrecipient in the

event ESG funds are not received during Federal Fiscal Year 2001/2002 in the amounts shown on Exhibit "A".

J. In the event that the total of the City Fiscal Year 2001/2002 ESG funds that are allocated to the Program are not expended within eighteen months, in accordance with 24 CFR Part 576, Subpart C, 576.35 (a)(2), the City reserves the right to extract the unexpended portion for other projects or programs under their respective ESG grant.

K. The City shall not be obligated to pay any monies for the Program in the event that any of the ESG funds provided for in Exhibit "A" are terminated or withheld from the City or otherwise not forthcoming and in such event the City may modify or revoke this Agreement. Nothing in this Agreement shall prohibit the City, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the City receives only a portion of the Funds expected to be received by them from HUD in the amounts described at Exhibit "A".

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

V. <u>Expiration, Modification, or Revocation of Resolution</u>

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2002. A six month extension of the June 30, 2002 expiration date may be authorized in writing by the Manager of the Neighborhood Development Division of NSD if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the City.

B. The parties hereto are required to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable federal statutes or regulations.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the City may suspend or revoke this Agreement, and the provision of the Funds, in accordance with 24 CFR 85.43.

D. The City may revoke this Agreement at any time for its convenience, in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

T. Pinkerton 10/2/01
Deputy City Attorney

WESTCARE NEVADA, INC.

BY: James R. Ortiz
VICE PRESIDENT

ATTEST:

____

EXHIBIT "A"

ESG FUNDS DISTRIBUTION

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

$143,000	City of Las Vegas Grant Amount

EXHIBIT "B"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	$11,450 or less	$19,100or less	$30,500 or less
2	$13,100 or less	$21,800 or less	$34,900 or less
3	$14,700 or less	$24,550 or less	$39,250 or less
4	$16,350 or less	$27,250 or less	$43,600 or less
5	$17,650 or less	$29,450 or less	$47,100 or less
6	$18,950 or less	$31,600 or less	$50,550 or less
7	$20,250 or less	$33,800 or less	$54,050 or less
8	$21,600 or less	$35,950 or less	$57,550 or less

Moderate income household means a household having an income equal to or less than the Section 8 low income limit established by HUD. A *low income household* means a household having an income equal to or less than the Section 8 very low income limit (50 %) established by HUD. 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, effective April 6, 2001.

EXHIBIT "C"

WESTCARE NEVADA, INC.

SCOPE OF SERVICES

ESG Program Year 2001/2002

1. City of Las Vegas will provide ONE THOUSAND FOUR HUNDRED THIRTY AND NO/100TH DOLLARS ($1,430) in Fiscal Year 2001/2002 ESG funds (the "Funds") to SVDP MANAGEMENT, INC. to assist with the cost of program services provided.

2. During the fiscal year ending June 30, 2002, Subrecipient will provide adult detoxification services.

3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide quality substance abuse treatment.

4. Subrecipient will provide to City of Las Vegas written notice of any program changes during the fiscal year for which City funds are allocated under the provisions of this Agreement.

EXHIBIT "D"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

WESTCARE NEVADA, INC.

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	$-0-
SHELTER OPERATIONS (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	1,430
INDIRECT/ADMINISTRATIVE COSTS**	-0-
ESSENTIAL SERVICES TO THE HOMELESS* (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.	-0-
HOMELESS PREVENTION* (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	-0-
TOTAL	**$1,430**

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

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

EXHIBIT "E" – Part I

Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: __________ Scattered Site Apartment: __________

Group / Large House: __________ Mobile Home / Trailer: __________

Single Family Detached House(s): __________ Hotel / Motel: __________

Other: ______________: __________ # Mats on the Floor: __________

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

Highest # People Sheltered: ________ Lowest # People Sheltered: __________

Date/Day of Week: ____________ Date / Day of Week: ______________

# of Adults: __________ # of Adults: __________

Children: __________ # Children: __________

Number of Individuals Sheltered:

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

Average number sheltered daily: Adults: __________ Children: __________

Participant Characteristics:

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

Caucasian/White: ________ Asian/Pacific Islander: ________

African American/Black: ________ American Indian: ________

Hispanic/Latino: ________ Other: ________

On an average day, approximate percentages of:

Unaccompanied 18 and over... Male ______% Female ______%

Unaccompanied under 18........ Male ______% Female ______%

Families with Children, Headed by:

Adult(s) 18 and over...... Male ______% Female: ______%

Youth 18 and under ______%

On an average day, approximate percentage who are:

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

EXHIBIT "E" – Part II

Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

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

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

Number of Individuals Served:

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

Average number served daily ________

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

Caucasian/White: ________
African American/Black: ________
Hispanic/Latino: ________
Asian/Pacific Islander: ________
American Indian: ________

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

ACCEPTANCE OF GRANT AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I,____________________ , Authorized Representative of WestCare Nevada, Inc., a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Grant City Funds to WestCare Nevada, Inc., adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein.

EXECUTED this ________ day of ________________________, 2001.

By ______________________________
Authorized Representative

I, ______________________, certify that I am the Secretary of WestCare Nevada, Inc., a Nevada non-profit corporation, and that __________________________ signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of WestCare Nevada, Inc., and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement to Grant City Funds to WestCare Nevada, Inc., adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By ______________________________
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on ____________________ by ______________________
(Date) (Name of Person)

as ___________________________________ of .
(Title)

____
(Signature of Notarial Officer)

(SEAL)

____
(Title and Rank)

My Commission expires: ___________________________________

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

WESTCARE NEVADA, INC.

THIS AGREEMENT, made and entered into this 30th day of October, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and WESTCARE NEVADA, INC., a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as Subrecipient, whose primary mailing address at the date of execution is 300 E. Charleston Boulevard, Las Vegas, NV 89104. This agreement will remain in effect for one year or until June 30, 2002.

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

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

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

WHEREAS, WestCare Nevada, INC., a Nevada non-profit corporation created for religious, charitable, or educational purposes as defined by NRS 2454.1505 and NRS 372.3261 and located at 300 E. Charleston Boulevard, Las Vegas, NV proposes to provide adult detoxification service case management at 930 North 4th St., Las Vegas, Nevada, and more specifically described in Exhibit "C", Scope of Services (the "Program); and

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

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

WHEREAS, pursuant to NRS 244.1505 the City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of the City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

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

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

I. Scope of Services

A. The City will provide a total of THREE THOUSAND EIGHT HUNDRED SEVENTEEN AND NO/100TH DOLLARS ($3,817) in Federal Fiscal Year 2001/2002 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "C", Scope of Services, during the period from July 1, 2001 through June 30, 2002 as outlined in Exhibit "D", "Expenditures Eligible for Reimbursement".

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

C. Subrecipient will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

(1) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

(2) Other federal, state, local and private assistance available for such individuals.

D. Subrecipient will provide essential services and direct assistance to homeless families that constitutes a new service, as defined in 42 USC 11374 (a)(2), or is a quantifiable increase in the level of services being provided, in utilizing ESG funds for the Program. If the Funds are to be used to assist families that have received eviction notices, the Subrecipient agrees to meet the following conditions, in accordance with 24 CFR 576.21:

(1) The inability of the family to make the required payments must be the result of a sudden reduction in income;

(2) The assistance must be necessary to avoid eviction of the family or termination of utility services to the family;

(3) There must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and

(4) The assistance must not supplant funding for preexisting homeless prevention activities from any other sources.

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

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "C" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "E", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2002 reflecting services for the previous fiscal year (July 1, 2001 through June 30, 2002), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

H. Subrecipient will provide a listing of all addresses used by the Subrecipient as shelter units for the homeless participants in the Program, within fifteen

(15) days after Subrecipient has received the transmittal letter or fifteen (15) days after Subrecipient has added a new shelter unit to the Program.

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

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

K. Subrecipient shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

L. Subrecipient shall comply with non-discrimination and equal opportunity practices as delineated in 24 CFR 576.57(a).

II. <u>City General Conditions</u>

A. Subrecipient will obtain any and all federal, state and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement to enable the Subrecipient to provide services to the homeless. The City shall have no relationship whatsoever with the homeless services except the provision of financial support and the receipt of such reports as are required in this Agreement. To the extent, if at all, that any relationship to such services on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Subrecipient an agent of the City. The Las Vegas City Council has not delegated to any City officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent of the City.

C. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without written approval from the City. Any assignee must meet ESG program requirements and serve eligible homeless clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in forfeiture of all financial support provided herein.

D. (1) If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:

Bodily Injuries:	$500,000 each person; $500,000 each occurrence;
Property Damage:	$500,000 each person; $500,000 each occurrence; and

(2) Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Subrecipient shall furnish to the City a copy of each policy for the aforementioned insurance coverage within ten days after receipt of transmittal letter and signed contract and shall notify the City at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The City shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

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

(1) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;

(2) Whether the objectives of the Program are being achieved;

(3) Whether the Program is being operated in an efficient and effective manner;

(4) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(5) Whether the financial operations of the Program are being conducted properly;

(6) Whether the periodic reports to the City contain accurate and reliable information; and

(7) Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

Visits by the City, independent auditors contracted by the City, representatives of HUD, or the Comptroller General of the United States, shall be announced to Subrecipient in advance of those visits, and shall occur during normal operating hours. Such persons may request, and if such request is made, shall be granted access to all of the books, documents, papers, and records of Subrecipient which relate to the Program. Such persons may interview recipients of the services of the Program.

F. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgements of whatever nature including but not limited to claims for contribution 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 all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgements, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

G. Subrecipient will not use any funds or resources which are supplied by the ESG program in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the City of any legal action which is filed by or against it.

H. If Subrecipient is a primarily religious organization, the City will require Subrecipient to be bound by ESG program limitations as established by 24 CFR 576.23.

I. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

K. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of the Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

III. <u>Federal General Conditions</u>

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA), and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub.L. 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR Part 100.

7. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

8. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

9. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR Part 146.

10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8. For purposes of the ESG program, the term "dwelling units" in 24 CFR, Part 8, shall include sleeping accommodations.

11. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.

12. The Federal Labor Standards Act.

13. The Fair Labor Standards Act, as amended.

14. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act of 1987, and the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and any amendments thereto.

17. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544), as amended by Section 903 of the Housing and Community Development Act of 1992, Pub. L. 102-550, approved October 28, 1992 (1992 HCD Act), and Section 3003 of the Omnibus Budget Reconciliation Act of 1993, Pub. L. 103-66, approved August 10, 1993.

18. 24 CFR, Part 92, of the Cranston-Gonzalez National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

20. Section 319 of Pub. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits the use of 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 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.

21. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient must:

a. not discriminate against any employee or applicant for employee on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, agent, consultant, employee, or elected or appointed official of the City, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any activity, contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

C. None of the personnel employed by Subrecipient in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.

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

G. Subrecipient shall maintain the following books, documents, papers, and records:

(1) Books, documents, papers and records which show the name, address, if any, and telephone number, if any, of all clients of the Program;

(2) Books, documents, papers and records sufficient to produce the reports required in paragraph II E and F;

(3) Books, documents, papers and records required by paragraphs IV.C and IV.D; and

(4) Such other books, documents, papers and records as the City may require to comply with 24 CFR 576.65.

Subrecipient shall maintain the books, documents, papers and records in the manner and for the time periods specified in the United States Office of Management and Budget (OMB) Circular No. A-110 and A-122, as they relate to the acceptance and use of ESG amounts by private non-profit organizations. Such records

shall be retained for a 4-year period to document compliance with the provisions of 24 CFR 576.65.

B. Should Subrecipient acquire equipment or real property using the Funds, Subrecipient shall comply with the following conditions:

1. Equipment or real property shall be used by Subrecipient in the provision of services for the Program as long as needed, whether or not the Program continues to be supported by City funds.

2. When equipment or real property acquired with the Funds is no longer needed for the Program, disposition of the equipment may be as follows:

a. If acquiring replacement equipment, Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the written approval of the City;

b. Items of equipment or real property with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by Subrecipient with no further obligation;

c. Items of equipment or real property with a current per unit fair market value in excess of $5,000 must be returned to the City, or may be retained or sold by Subrecipient, and the Subrecipient shall return to the City the amount of the Funds, calculated by multiplying the current market value or proceeds from sale by the Fund's share of the equipment or property.

3. Subrecipient shall maintain property records that include a description of all property acquired with the Funds, a serial number or other identification number, the source of property, acquisition date, cost of the property, location, use and condition of the property, and what percentage of price was paid for by the Funds. Property records shall also include details concerning ultimate disposition data, including date of disposal and sale price of the property. Subrecipient shall forward copies of property records as they are updated.

IV. <u>Financial Management</u>

A. This Agreement is subject to other requirements of OMB Circular No. A-110 and its relevant attachments "A" through "O"; and OMB Circular No. A-122, entitled "Cost Principles for Non-Profit Organizations", as they relate to the use of the Funds by Subrecipient.

B. Subrecipient shall comply with OMB Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.

C. All Subrecipient's costs of the Program shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers,

orders and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the City.

E. In the event that the City finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects and programs under the ESG program.

F. Expenditures submitted for reimbursement by Subrecipient to the City from the Funds will be accounted for by Subrecipient in a ledger separate from all other revenue sources.

G. Expenditures eligible for reimbursement by the City from the Funds are delineated in Exhibit "D", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "D" without prior written approval of the City.

H. The City will reimburse Subrecipient for all eligible costs of the Program up to the total amount of the Funds allocated in this Agreement. Invoices containing receipts and/or cancelled checks will be submitted by Subrecipient on a monthly basis. Expenditures for "Essential Services" shall include documentation concerning the participant for whom the essential service was provided. Expenditures for "Homeless Prevention" assistance shall include documentation concerning the participant for whom the prevention assistance was provided and documentation that demonstrates the assistance was necessary to avoid eviction or termination of utility services, as required in I.D.

Expenditures will be reviewed for consistency with the approved budget and scope of services as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.

I. Reimbursement to Subrecipient is contingent upon receipt by the City of their Fiscal Year 2001/2002 ESG program grant funds in the amounts shown on Exhibit "A". The City shall bear no liability to fund or provide payment to Subrecipient in the

event ESG funds are not received during Federal Fiscal Year 2001/2002 in the amounts shown on Exhibit "A".

J. In the event that the total of the City Fiscal Year 2001/2002 ESG funds that are allocated to the Program are not expended within eighteen months, in accordance with 24 CFR Part 576, Subpart C, 576.35 (a)(2), the City reserves the right to extract the unexpended portion for other projects or programs under their respective ESG grant.

K. The City shall not be obligated to pay any monies for the Program in the event that any of the ESG funds provided for in Exhibit "A" are terminated or withheld from the City or otherwise not forthcoming and in such event the City may modify or revoke this Agreement. Nothing in this Agreement shall prohibit the City, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the City receives only a portion of the Funds expected to be received by them from HUD in the amounts described at Exhibit "A".

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

V. Expiration, Modification, or Revocation of Resolution

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2002. A six month extension of the June 30, 2002 expiration date may be authorized in writing by the Manager of the Neighborhood Development Division of NSD if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the City.

B. The parties hereto are required to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable federal statutes or regulations.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the City may suspend or revoke this Agreement, and the provision of the Funds, in accordance with 24 CFR 85.43.

D. The City may revoke this Agreement at any time for its convenience, in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

J. Pontecello 10/2/01
Deputy City Attorney

WESTCARE NEVADA, INC.

BY: James R. Orti
VICE PRESIDENT

ATTEST:

____

EXHIBIT "A"

ESG FUNDS DISTRIBUTION

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

$143,000	City of Las Vegas Grant Amount

EXHIBIT "B"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	$11,450 or less	$19,100or less	$30,500 or less
2	$13,100 or less	$21,800 or less	$34,900 or less
3	$14,700 or less	$24,550 or less	$39,250 or less
4	$16,350 or less	$27,250 or less	$43,600 or less
5	$17,650 or less	$29,450 or less	$47,100 or less
6	$18,950 or less	$31,600 or less	$50,550 or less
7	$20,250 or less	$33,800 or less	$54,050 or less
8	$21,600 or less	$35,950 or less	$57,550 or less

Moderate income household means a household having an income equal to or less than the Section 8 low income limit established by HUD. A *low income household* means a household having an income equal to or less than the Section 8 very low income limit (50 %) established by HUD. 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, effective April 6, 2001.

EXHIBIT "C"

WESTCARE NEVADA, INC.

SCOPE OF SERVICES

ESG Program Year 2001/2002

1. City of Las Vegas will provide ONE THOUSAND FOUR HUNDRED THIRTY AND NO/100TH DOLLARS ($1,430) in Fiscal Year 2001/2002 ESG funds (the "Funds") to WESTCARE NEVADA, INC. to assist with the cost of program services provided.

2. During the fiscal year ending June 30, 2002, Subrecipient will provide expanded adult detoxification services case management.

3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide quality substance abuse treatment.

4. Subrecipient will provide to City of Las Vegas written notice of any program changes during the fiscal year for which City funds are allocated under the provisions of this Agreement.

EXHIBIT "D"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

WESTCARE NEVADA, INC.

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	$-0-
SHELTER OPERATIONS (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	-0-
INDIRECT/ADMINISTRATIVE COSTS**	-0-
ESSENTIAL SERVICES TO THE HOMELESS* (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.	3,817
HOMELESS PREVENTION* (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	-0-
TOTAL	**$3,817**

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

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

EXHIBIT "E" – Part I

Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ____

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: __________ Scattered Site Apartment: __________

Group / Large House: __________ Mobile Home / Trailer: __________

Single Family Detached House(s): __________ Hotel / Motel: __________

Other: ____________________: __________ # Mats on the Floor: __________

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

Highest # People Sheltered: ________ Lowest # People Sheltered: __________

Date/Day of Week: ____________ Date / Day of Week: ______________

# of Adults: __________ # of Adults: __________

Children: __________ # Children: __________

Number of Individuals Sheltered:

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

Average number sheltered daily: Adults: __________ Children: __________

Participant Characteristics:

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

Caucasian/White: ________ Asian/Pacific Islander: ________

African American/Black: ________ American Indian: ________

Hispanic/Latino: ________ Other: ________

On an average day, approximate percentages of:

Unaccompanied 18 and over... Male ______% Female ______%

Unaccompanied under 18........ Male ______% Female ______%

Families with Children, Headed by:

Adult(s) 18 and over...... Male ______% Female: ______%

Youth 18 and under ______%

On an average day, approximate percentage who are:

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

EXHIBIT "E" – Part II

Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

Service Type(s):

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

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

Number of Individuals Served:

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

Average number served daily __________

Participant Characteristics:

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

Caucasian/White:	________
African American/Black:	________
Hispanic/Latino:	________
Asian/Pacific Islander:	________
American Indian:	________

Project Accomplishments:

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

ACCEPTANCE OF GRANT AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I,__________________ , Authorized Representative of WestCare Nevada, Inc., a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Grant City Funds to WestCare Nevada, Inc., adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein.

EXECUTED this ________ day of ______________________, 2001.

By ____________________________
Authorized Representative

I, ____________________, certify that I am the Secretary of WestCare Nevada, Inc., a Nevada non-profit corporation, and that ________________________ signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of WestCare Nevada, Inc., and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement to Grant City Funds to WestCare Nevada, Inc., adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By ____________________________
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on __________________ by ____________________
(Date) (Name of Person)

as _________________________________ of
(Title)

____
(Signature of Notarial Officer)

(SEAL)

____
(Title and Rank)

My Commission expires: _________________________________

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

WOMEN'S DEVELOPMENT CENTER

THIS AGREEMENT, made and entered into this 15th day of November 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and WOMEN'S DEVELOPMENT CENTER, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as Subrecipient, whose primary mailing address at the date of execution is 953 E. Sahara, Suite 201, Las Vegas, NV 89104. This agreement will remain in effect for one year or until June 30, 2002.

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

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

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

WHEREAS, Women's Development Center, a Nevada non-profit corporation created for religious, charitable, or educational purposes as defined by NRS 2454.1505 and NRS 372.3261 and located at 953 E. Sahara, Suite 201, Las Vegas, NV proposes to provide transitional housing and affordable rental at 953 E. Sahara, Suite 201, Las Vegas, Nevada, and more specifically described in Exhibit "C"; Scope of Services (the "Program"); and

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

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

WHEREAS, pursuant to NRS 244.1505 the City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of the City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

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

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

I. <u>Scope of Services</u>

A. The City will provide a total of THIRTEEN THOUSAND TWO HUNDRED SIXTY SEVEN AND NO/100TH DOLLARS ($13,267) in Federal Fiscal Year 2001/2002 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "C", Scope of Services, during the period from July 1, 2001 through June 30, 2002 as outlined in Exhibit "D", "Expenditures Eligible for Reimbursement".

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

C. Subrecipient will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

(1) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

(2) Other federal, state, local and private assistance available for such individuals.

D. Subrecipient will provide essential services and direct assistance to homeless families that constitute a new service, as defined in 42 USC 11374 (a)(2), or is a quantifiable increase in the level of services being provided, in utilizing ESG funds for the Program. If the Funds are to be used to assist families that have received eviction notices, the Subrecipient agrees to meet the following conditions, in accordance with 24 CFR 576.21:

(1) The inability of the family to make the required payments must be the result of a sudden reduction in income;

(2) The assistance must be necessary to avoid eviction of the family or termination of utility services to the family;

(3) There must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and

(4) The assistance must not supplant funding for preexisting homeless prevention activities from any other sources.

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

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "C" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "E", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2002 reflecting services for the previous fiscal year (July 1, 2001 through June 30, 2002), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

H. Subrecipient will provide a listing of all addresses used by the Subrecipient as shelter units for the homeless participants in the Program, within fifteen

(15) days after Subrecipient has received the transmittal letter or fifteen (15) days after Subrecipient has added a new shelter unit to the Program.

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

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

K. Subrecipient shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

L. Subrecipient shall comply with non-discrimination and equal opportunity practices as delineated in 24 CFR 576.57(a).

II. City General Conditions

A. Subrecipient will obtain any and all federal, state and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement to enable the Subrecipient to provide services to the homeless. The City shall have no relationship whatsoever with the homeless services except the provision of financial support and the receipt of such reports as are required in this Agreement. To the extent, if at all, that any relationship to such services on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Subrecipient an agent of the City. The Las Vegas City Council has not delegated to any City officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent of the City.

C. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without written approval from the City. Any assignee must meet ESG program requirements and serve eligible homeless clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in forfeiture of all financial support provided herein.

D. (1) If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:

Bodily Injuries: $500,000 each person;
$500,000 each occurrence;

Property Damage: $500,000 each person;
$500,000 each occurrence; and

(2) Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Subrecipient shall furnish to the City a copy of each policy for the aforementioned insurance coverage within ten days after receipt of transmittal letter and signed contract and shall notify the City at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The City shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

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

(1) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;

(2) Whether the objectives of the Program are being achieved;

(3) Whether the Program is being operated in an efficient and effective manner;

(4) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(5) Whether the financial operations of the Program are being conducted properly;

(6) Whether the periodic reports to the City contain accurate and reliable information; and

(7) Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

Visits by the City, independent auditors contracted by the City, representatives of HUD, or the Comptroller General of the United States, shall be announced to Subrecipient in advance of those visits, and shall occur during normal operating hours. Such persons may request, and if such request is made, shall be granted access to all of the books, documents, papers, and records of Subrecipient which relate to the Program. Such persons may interview recipients of the services of the Program.

F. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgements of whatever nature including but not limited to claims for contribution 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 all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgements, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

G. Subrecipient will not use any funds or resources which are supplied by the ESG program in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the City of any legal action which is filed by or against it.

H. If Subrecipient is a primarily religious organization, the City will require Subrecipient to be bound by ESG program limitations as established by 24 CFR 576.23.

I. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

K. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of the Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA), and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub.L. 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR Part 100.

7. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

8. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

9. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR Part 146.

10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8. For purposes of the ESG program, the term "dwelling units" in 24 CFR, Part 8, shall include sleeping accommodations.

11. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.

12. The Federal Labor Standards Act.

13. The Fair Labor Standards Act, as amended.

14. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act of 1987, and the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and any amendments thereto.

17. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544), as amended by Section 903 of the Housing and Community Development Act of 1992, Pub. L. 102-550, approved October 28, 1992 (1992 HCD Act), and Section 3003 of the Omnibus Budget Reconciliation Act of 1993, Pub. L. 103-66, approved August 10, 1993.

18. 24 CFR, Part 92, of the Cranston-Gonzalez National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

20. Section 319 of Pub. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits the use of 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 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.

21. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient must:

a. not discriminate against any employee or applicant for employee on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, agent, consultant, employee, or elected or appointed official of the City, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any activity, contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

C. None of the personnel employed by Subrecipient in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.

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

G. Subrecipient shall maintain the following books, documents, papers, and records:

(1) Books, documents, papers and records which show the name, address, if any, and telephone number, if any, of all clients of the Program;

(2) Books, documents, papers and records sufficient to produce the reports required in paragraph II E and F;

(3) Books, documents, papers and records required by paragraphs IV.C and IV.D; and

(4) Such other books, documents, papers and records as the City may require to comply with 24 CFR 576.65.

Subrecipient shall maintain the books, documents, papers and records in the manner and for the time periods specified in the United States Office of Management and Budget (OMB) Circular No. A-110 and A-122, as they relate to the acceptance and use of ESG amounts by private non-profit organizations. Such records

shall be retained for a 4-year period to document compliance with the provisions of 24 CFR 576.65.

B. Should Subrecipient acquire equipment or real property using the Funds, Subrecipient shall comply with the following conditions:

1. Equipment or real property shall be used by Subrecipient in the provision of services for the Program as long as needed, whether or not the Program continues to be supported by City funds.

2. When equipment or real property acquired with the Funds is no longer needed for the Program, disposition of the equipment may be as follows:

a. If acquiring replacement equipment, Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the written approval of the City;

b. Items of equipment or real property with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by Subrecipient with no further obligation;

c. Items of equipment or real property with a current per unit fair market value in excess of $5,000 must be returned to the City, or may be retained or sold by Subrecipient, and the Subrecipient shall return to the City the amount of the Funds, calculated by multiplying the current market value or proceeds from sale by the Fund's share of the equipment or property.

3. Subrecipient shall maintain property records that include a description of all property acquired with the Funds, a serial number or other identification number, the source of property, acquisition date, cost of the property, location, use and condition of the property, and what percentage of price was paid for by the Funds. Property records shall also include details concerning ultimate disposition data, including date of disposal and sale price of the property. Subrecipient shall forward copies of property records as they are updated.

IV. <u>Financial Management</u>

A. This Agreement is subject to other requirements of OMB Circular No. A-110 and its relevant attachments "A" through "O"; and OMB Circular No. A-122, entitled "Cost Principles for Non-Profit Organizations", as they relate to the use of the Funds by Subrecipient.

B. Subrecipient shall comply with OMB Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.

C. All Subrecipient's costs of the Program shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers,

orders and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the City.

E. In the event that the City finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects and programs under the ESG program.

F. Expenditures submitted for reimbursement by Subrecipient to the City from the Funds will be accounted for by Subrecipient in a ledger separate from all other revenue sources.

G. Expenditures eligible for reimbursement by the City from the Funds are delineated in Exhibit "D", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "D" without prior written approval of the City.

H. The City will reimburse Subrecipient for all eligible costs of the Program up to the total amount of the Funds allocated in this Agreement. Invoices containing receipts and/or cancelled checks will be submitted by Subrecipient on a monthly basis. Expenditures for "Essential Services" shall include documentation concerning the participant for whom the essential service was provided. Expenditures for "Homeless Prevention" assistance shall include documentation concerning the participant for whom the prevention assistance was provided and documentation that demonstrates the assistance was necessary to avoid eviction or termination of utility services, as required in I.D.

Expenditures will be reviewed for consistency with the approved budget and scope of services as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.

I. Reimbursement to Subrecipient is contingent upon receipt by the City of their Fiscal Year 2001/2002 ESG program grant funds in the amounts shown on Exhibit "A". The City shall bear no liability to fund or provide payment to Subrecipient in the

event ESG funds are not received during Federal Fiscal Year 2001/2002 in the amounts shown on Exhibit "A".

J. In the event that the total of the City Fiscal Year 2001/2002 ESG funds that are allocated to the Program are not expended within eighteen months, in accordance with 24 CFR Part 576, Subpart C, 576.35 (a)(2), the City reserves the right to extract the unexpended portion for other projects or programs under their respective ESG grant.

K. The City shall not be obligated to pay any monies for the Program in the event that any of the ESG funds provided for in Exhibit "A" are terminated or withheld from the City or otherwise not forthcoming and in such event the City may modify or revoke this Agreement. Nothing in this Agreement shall prohibit the City, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the City receives only a portion of the Funds expected to be received by them from HUD in the amounts described at Exhibit "A".

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

V. <u>Expiration, Modification, or Revocation of Resolution</u>

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2002. A six month extension of the June 30, 2002 expiration date may be authorized in writing by the Manager of the Neighborhood Development Division of NSD if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the City.

B. The parties hereto are required to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable federal statutes or regulations.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the City may suspend or revoke this Agreement, and the provision of the Funds, in accordance with 24 CFR 85.43.

D. The City may revoke this Agreement at any time for its convenience, in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

BY: ______________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

______________________ 10/2/01
Deputy City Attorney

WOMEN'S DEVELOPMENT CENTER

BY: ______________________

EXECUTIVE DIRECTOR

ATTEST:

____

EXHIBIT "A"

ESG FUNDS DISTRIBUTION

Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

$143,000 City of Las Vegas Grant Amount

EXHIBIT "B"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	$11,450 or less	$19,100or less	$30,500 or less
2	$13,100 or less	$21,800 or less	$34,900 or less
3	$14,700 or less	$24,550 or less	$39,250 or less
4	$16,350 or less	$27,250 or less	$43,600 or less
5	$17,650 or less	$29,450 or less	$47,100 or less
6	$18,950 or less	$31,600 or less	$50,550 or less
7	$20,250 or less	$33,800 or less	$54,050 or less
8	$21,600 or less	$35,950 or less	$57,550 or less

Moderate income household means a household having an income equal to or less than the Section 8 low income limit established by HUD. A *low income household* means a household having an income equal to or less than the Section 8 very low income limit (50 %) established by HUD. 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, effective April 6, 2001.

EXHIBIT "C"

WOMEN'S DEVELOPMENT CENTER

SCOPE OF SERVICES

ESG Program Year 2001/2002

1. City of Las Vegas will provide THIRTEEN THOUSAND TWO HUNDRED SIXTY SEVEN AND NO/100TH DOLLARS ($13,267) in Fiscal Year 2001/2002 ESG funds (the "Funds") to WOMEN'S DEVELOPMENT CENTER to assist with the cost of program services provided.

2. During the fiscal year ending June 30, 2002, Subrecipient will provide transitional housing and affordable rental.

3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide transitional shelter, case management and supportive services for up to 40 homeless single-parent families.

Provide each family, as needed, with the essential services needed to remove any barriers to self-sufficiency and independence. Essential services include; work cards, child care, transportation, food, work clothes, medical fees, utility arrearages, first month's rent, etc.

4. Subrecipient will provide to City of Las Vegas written notice of any program changes during the fiscal year for which City funds are allocated under the provisions of this Agreement.

EXHIBIT "D"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
WOMEN'S DEVELOPMENT CENTER
Fiscal Year 2001/2002 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	$-0-
SHELTER OPERATIONS (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	13,267
INDIRECT/ADMINISTRATIVE COSTS**	-0-
ESSENTIAL SERVICES TO THE HOMELESS* (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.	-0-
HOMELESS PREVENTION* (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	-0-
TOTAL	**$13,267**

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

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

EXHIBIT "E" – Part I

Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ______________________________

Shelter Type:

Total # Beds/Spaces Available in:

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

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

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

Number of Individuals Sheltered:

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

Average number sheltered daily: Adults: ________ Children: ________

Participant Characteristics:

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

Caucasian/White: ________ Asian/Pacific Islander: ________
African American/Black: ________ American Indian: ________
Hispanic/Latino: ________ Other: ________

On an average day, approximate percentages of:
Unaccompanied 18 and over... Male ____% Female ____%
Unaccompanied under 18........ Male ____% Female ____%
Families with Children, Headed by:
Adult(s) 18 and over...... Male ____% Female: ____%
Youth 18 and under ____%

On an average day, approximate percentage who are:

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

EXHIBIT "E" – Part II

Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2001 through June 30, 2002

Project Title: ____

Service Type(s):

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

Needs Assessment/Referral: __________
Case Management: __________
Counseling: __________
Addictions Treatment: __________
Remedial Education Services: __________
Life Skills: __________
Outreach to un-sheltered: __________
Job Training/Placement: __________

Transportation Assistance: __________
Employment Assistance: __________
Child Care Assistance: __________
Rental Assistance (Prevention): __________
Utility Cut-Off Prevention: __________
Food Provisions: __________
Soup Kitchen/Meals: __________
Other:______________________: __________

Number of Individuals Served:

Unduplicated # Served this year __________

ESG Percent of Budget ________________
(ESG Amount ÷ Total Project Budget)

Average number served daily ____________

Participant Characteristics:

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

Caucasian/White: __________
African American/Black: __________
Hispanic/Latino: __________
Asian/Pacific Islander: __________
American Indian: __________

Project Accomplishments:

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

ACCEPTANCE OF GRANT AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Candace Ruiz, Authorized Representative of Women's Development Center, a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Grant City Funds to Women's Development Center, adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein.

EXECUTED this 30 day of October, 2001.

By Candace Ruiz
Authorized Representative

I, Rita Abramson, certify that I am the Secretary of Women's Development Center, a Nevada non-profit corporation, and that Candace Ruiz signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of Women's Development Center, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement to Grant City Funds to Women's Development Center, adopted by the City Council of City of Las Vegas, Nevada, on the 21st day of March, 2001, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Rita Abramson
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on October 30, 2001 (Date) by Rita Abramson (Name of Person)

as Secretary (Title) of Women's Development Center

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires March 5, 2005
(SEAL)

Annette Schmit
(Signature of Notarial Officer)

(Title and Rank)

My Commission expires: March 5, 2005

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Supplemental Interlocal Contract #330a for construction of Smoke Ranch Road-Jones Boulevard to Buffalo Drive ($3,617,000 - Regional Transportation Commission - Wards 4 and 6 (Brown and Mack)

Fiscal Impact

[ ]	No Impact	**Amount:** $3,617,000
[X]	Budget Funds Available	**Dept./Division:** PW/City Engineer
[ ]	Augmentation Required	**Funding Source:** RTC

PURPOSE/BACKGROUND:
This Supplemental Interlocal Contract will increase the total project funding and encumber funding for construction and construction engineering. The Regional Transportation Commission approved this contract at their February 8, 2001 Board meeting. A portion of the construction for this project will be funded by Clark County. Total cost for the RTC portion of this contract shall not exceed $3,942,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract #330a

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

City of Las Vegas

Agenda Item No. 31

CITY COUNCIL MEETING OF MARCH 21, 2001
Public Works
Item 31 – Supplemental Interlocal Contract #330a

MOTION – Continued:

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)
1-338

Contract # 330a

SUPPLEMENTAL INTERLOCAL CONTRACT

SMOKE RANCH ROAD - JONES BOULEVARD TO BUFFALO DRIVE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 21st day of March, 2001 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", and the Regional Transportation Commission of Southern Nevada.

WITNESSETH.

WHEREAS, the parties have executed an Interlocal Contract dated October 14, 1999 for design and construction of Smoke Ranch Road - Jones Boulevard to Buffalo Drive; and

WHEREAS, the CITY wishes to increase total funding and encumber funding for construction and construction engineering.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

Section II - Project Costs has been revised as follows:

SECTION II - PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed $3,942,000 which includes all of the above items.
2. The CITY has been granted "Authorization to Proceed" for engineering design at a cost not to exceed $238,000, preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $25,000 and right-of-way acquisition at a cost not to exceed $62,000.
3. The City shall be granted an additional "Authorization to Proceed" for $3,202,000 for construction, $255,000 for construction engineering, $102,000 for engineering design and $58,000 for right-of-way acquisition at the time written Authorization to Proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.
4. A supplemental interlocal contract shall be necessary to increase the total cost of the project.

All other terms of the Interlocal Contract dated October 14, 1999 shall remain unchanged.

IN WITNESS WHEREOF, this SUPPLEMENTAL INTERLOCAL CONTRACT if effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

3-21-2001

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

By:

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Green

DEP. CITY ATTY Date 2/15/01

****

DATE OF COMMISSION ACTION:

2.08.01

ATTEST

TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION COMMISSION

By:

BRUCE WOODBURY, CHAIRMAN

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Fifth Supplemental Interlocal Contract #250e to revise the scope of the project and increase the total project funding for construction of Phase II of the Alta Drive - Rancho Drive to UPRR Property ($350,000 - Regional Transportation Commission) - Ward 5 (Weekly)

Fiscal Impact

[ ]	No Impact	**Amount:** $350,000
[X]	Budget Funds Available	**Dept./Division:** PW/City Engineer
[ ]	Augmentation Required	**Funding Source:** RTC

PURPOSE/BACKGROUND:
This Fifth Supplemental Interlocal Contract will increase the total funding for construction and revise the scope of work for Phase II of Alta Drive - Rancho Drive to UPRR Property. The Regional Transportation Commission approved this contract at their February 8, 2001 Board meeting. Total cost shall not exceed $7,350,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fifth Supplemental Contract #250e

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

City of Las Vegas

Agenda Item No. 32

CITY COUNCIL MEETING OF MARCH 21, 2001
Public Works
Item 32 – Fifth Supplemental Interlocal Contract #250e

MOTION – Continued:

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)
1-338

Contract # 250e

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

ALTA DRIVE -- RANCHO DRIVE TO UPRR PROPERTY

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 21st day of March, 2001 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada.

WITNESSETH

WHEREAS, the parties have executed an Interlocal Contract dated October 3, 1995, a Supplemental Interlocal Contract dated July 11, 1996, a Second Supplemental Interlocal Contract dated June 11, 1998, a Third Supplemental Interlocal Contract dated June 10, 1999 and a Fourth Supplemental Interlocal Contract dated November 9, 2000 for design and construction of Alta Drive--Rancho Drive to UPRR Property; and

WHEREAS, the CITY wishes to revise the Scope of Work and request a Revised Authorization to Proceed.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the Project as it is mutually understood and agrees as follows:

Section 1 -- Scope of Project shall be revised as follows:

SECTION I -- SCOPE OF PROJECT

The U.S. 95 Major Investment Study (MIS), which was prepared by the Nevada Department of Transportation (NDOT) in April of 1997, identified Alta Drive between Martin Luther King Boulevard (MLK) and Rancho Drive as a portion of a future major arterial system designed to ultimately assist in the routing of traffic from the northwest area of the Las Vegas valley to the resort corridor. The basic improvements shall include full design and construction of improvements associated with the following areas: Alta Drive between Rancho Drive and MLK; MLK between Alta Drive and Pinto Lane; Rancho Drive between Rancho Circle/Parkway Street and Pinto Lane.

The CITY shall fully design and construct basic improvements in three (3) phases.

The first phase of construction shall include; the demolition, clearing and grubbing of twelve acquired residential lots which shall include the remediation of, if any, hazardous building materials such as asbestos; the abandonment of the intersections of Parkway East and Parkway West Streets with Alta Drive and the subsequent connection of these streets via an internal access road complete with curb and gutters, drainage and street lighting; the construction of a 6' high perimeter stuccoed masonry wall with 2' high decorative ironwork atop and emergency vehicle access located along the new northern right of way of Alta Drive between Rancho Drive and Tonopah Drive and a 6' stuccoed perimeter wall on all CITY property..

The second phase of construction shall include full width street widening improvements in Alta Drive from Rancho Drive to Deauville Street including the removal and replacement of curb, gutter and sidewalk on the north side; the construction of new sidewalk adjacent to City owned parcels; the removal and replacement of existing roadway section from Deauville Street to MLK; the installation of a new traffic signal at Alta Drive and Tonopah Drive including returns at all quadrants and interconnect cable and conduits; full width street widening improvements in Rancho Drive from Rancho Circle/Parkway Street to Pinto Lane including the removal and replacement of existing curb, gutter, sidewalk, median islands and streetlights and the installation of temporary streetlights during construction; the construction of a 4' wide asphalt concrete sidewalk on the south side of Alta from Rancho to Desert Lane, traffic signal upgrades to the Alta Drive and Rancho Drive signal including interconnect cable and conduit; the construction of a new 10 year storm drainage system in Alta Drive from Rancho Drive to MLK and in MLK from Pinto Lane to Alta Drive; all traffic striping and miscellaneous utility adjustments excluding sanitary sewer manholes; Construction of a nominal storm drainage system in Rancho Drive from Palomino Lane to Alta Drive shall be paid for by the CITY.

The third phase of construction shall include construction, construction engineering and right-of-way associated with Alta Drive from Shadow Lane to MLK.

Section II -- Project Costs shall be revised as follows:

SECTION II – PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

7. The total cost for full engineering design of all improvements and the preparation of bid documents for the remediation of hazardous materials from acquired residential properties; right of way engineering shall include professional services for the identification of hazardous material; right-of-way negotiations and acquisitions for twelve residential properties, approximately 5000 square feet of commercial property and miscellaneous acquisitions; construction and construction engineering costs shall not exceed $7,350,000.

8. The CITY was previously granted Authorization to Proceed for engineering design in the amount of $525,000, preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals in the amount of $80,000, right -of-way acquisition in the amount of

$2,429,000, construction in the amount of $3,916,000 and construction engineering in the amount of $50,000.

9. An additional Authorization to Proceed shall be approved for $350,000 for construction at the time written Authorization to Proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

10. A supplemental interlocal contract will be necessary in order to increase the total cost of the Project.

All other terms of the Interlocal Contract dated October 3, 1995, the Supplemental Interlocal Contract dated July 11, 1996, the Second Supplemental Interlocal dated June 11, 1998, the Third Supplemental Interlocal Contract dated June 10, 1999 and the Fourth Supplemental Interlocal Contract dated November 9, 2000 shall remain the same.

IN WITNESS WHEREOF, this Fifth Interlocal Contract is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:

Zev Kaplan
ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

3-21-2001

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

By: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:
Thomas R. Green
DEP. CITY ATTY Date 2/15/01

****

DATE OF COMMISSION ACTION:

2.08.01

ATTEST

Toni Michener
TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION COMMISSION

By: Bruce Woodbury
BRUCE WOODBURY, CHAIRMAN

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Sixth Supplemental Interlocal Contract between Clark County Regional Transportation Commission and the City of Las Vegas to close the Cheyenne Avenue - Rancho to US-95 project - Ward 6 (Mack)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	PW/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
This Sixth Supplemental Interlocal Contract will close the Cheyenne Avenue - Rancho to US-95 project. The Regional Transportation Commission approved this contract at their February 8, 2001 Board meeting. Clark County will approve at their Board meeting following the City Council approval. Total cost of this project was $4,202,409.56.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Sixth Supplemental Interlocal Contract

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

City of Las Vegas

Agenda Item No. 33

CITY COUNCIL MEETING OF MARCH 21, 2001
Public Works
Item 33 – Sixth Supplemental Interlocal Contract

MOTION – Continued:

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)
1-338

SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT

CHEYENNE AVENUE – RANCHO TO US-95

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 17th day of April, 2001 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and the Regional Transportation Commission of Southern Nevada.

WITNESSETH

WHEREAS, the parties have executed an Interlocal Contract dated May 16, 1989 and Supplemental Interlocal Contracts dated April 16, 1991, June 4, 1991, December 17, 1991, July 7, 1991 and January 4, 1993 to design and construct Cheyenne Avenue- Rancho to US-95; and

WHEREAS, the CITY has constructed the PROJECT; and

WHEREAS, the CITY and the COUNTY now desire to supplement the aforementioned Interlocal Contracts for the completion of the Project and finalize the disbursement and accounting of funds.

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter set forth, both parties mutually agree to supplement the aforementioned agreements as follows.

SECTION II - PROJECT COSTS shall be deleted in its entirety and replaced with the following:

SECTION II – PROJECT COSTS

1. Engineering design, drafting and preparation of contract documents and construction including change orders shall not exceed $4,202,409.56.
2. Total costs to be paid by the COUNTY to the CITY shall not exceed $4,202,409.56.

SECTION IV – OTHER PROVISIONS paragraph 12 shall be added to this section

SECTION IV –OTHER PROVISIONS

12. The PROJECT has been completed to the satisfaction of both the CITY and the COUNTY.

All other terms of the Interlocal Contract dated May 16, 1989 and Supplemental Interlocal Contracts dated April 16, 1991, June 4, 1991, December 17, 1991, July 7, 19923 and January 4, 1993, shall remain unchanged.

IN WITNESS WHEREOF, this SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgens

CHRISTOPHER FIGGENS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

3-21-2001

ATTEST:

Barbara Jo Ronemus

BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

By: Oscar B. Goodman

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:
Thomas R. Green
DEP. CITY ATTY Date 2/15/01

DATE OF COMMISSION ACTION:

4-17-01

ATTEST:

Shirley B. Parraguirre

SHIRLEY PARRAGUIRRE, COUNTY CLERK

COUNTY OF CLARK

By: Dario Herrera

DARIO HERRERA, CHAIR
BOARD OF COUNTY COMMISSIONERS

DATE OF COMMISSION ACTION:

2.08.01

ATTEST

Toni Michener

TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION COMMISSION

By: Bruce Woodbury

BRUCE WOODBURY, CHAIRMAN

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Cooperative Agreement between Clark County, Regional Transportation Commission and the City of Las Vegas for construction of Smoke Ranch Road - Jones Boulevard to Buffalo Drive ($1,575,000 - Clark County) - Wards 4 and 6 (Brown and Mack)

Fiscal Impact

[ ] No Impact	**Amount:** $1,575,000
[X] Budget Funds Available	**Dept./Division:** PW/City Engineer
[ ] Augmentation Required	**Funding Source:** Clark County

PURPOSE/BACKGROUND:
This Cooperative Agreement will fund a portion of construction of Smoke Ranch Road - Jones Boulevard to Buffalo Drive. The Regional Transportation Commission approved this contract at their February 8, 2001 Board meeting. Clark County will approve at their Board meeting following the City Council approval. Total cost of the Clark County portion of construction shall not exceed $1,575,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Cooperative Agreement

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)

1-338

COOPERATIVE AGREEMENT

SMOKE RANCH ROAD – JONES BOULEVARD TO BUFFALO DRIVE

THIS AGREEMENT is made and entered into as of the 3rd day of July, 2001, by and between the County of Clark, a political subdivision, hereinafter referred to as "COUNTY", the City of Las Vegas, a municipal corporation, hereinafter called "CITY" and the Regional Transportation Commission of Southern Nevada.

WITNESSETH

WHEREAS, the CITY desires to construct a road improvement project, as hereinafter described; and

WHEREAS, the COUNTY agrees to fund those portions of the project described in SECTION II – PROJECT COSTS, from a portion of the proceeds from the sale of County Bonds; and

WHEREAS, the parties desire to set forth the criteria for said funding.

NOW, THEREFORE, in consideration of the premises and the terms contained herein, the parties agree as follows:

SECTION I – SCOPE OF WORK

This interlocal contract applies to improvements associated with Smoke Ranch Road – Jones Boulevard to Buffalo Drive. The basic improvements will result in full roadway improvements, drainage improvements, traffic signals, median islands and/or median access according to adjacent land use, pavement markings and signing, curb and gutter, sidewalks and streetlights.

SECTION II – PROJECT COSTS

COUNTY agrees to fund project costs within the limits specified below:

1. Cost of construction shall not exceed $1,575,000 including change orders.
2. The CITY may request a supplemental agreement to provide for the right-of-way acquisition, construction, construction engineering, utility adjustments and contract

supervision at such time as the appraisals or construction plans and contract documents are near completion.

3. Bond issue revenues shall not be used for any planning, survey, property appraisal, negotiation, acquisition, engineering, construction or any other costs which were incurred prior to the date of this agreement.

4. The obligation of developers, individuals and others to dedicate needed right-of-way and to construct full off-site improvements within the limits of the project or adjacent to, as a condition for the approval of their developments, shall remain in full force and effect and shall be enforced by the CITY. Likewise, private funds which have been deposited with the CITY by developers, individuals or others as an alternate to being required to construct any road improvements which are to be installed hereunder, shall be used to supplement the proceeds of the bond issue in the construction of project contemplated herein.

5. Administration and overhead costs shall not be reimbursed.

6. Bond issue revenue shall not be used to accomplish regional planning activities.

The maximum amount to be funded by the COUNTY pursuant to this Agreement shall not exceed the sum of $1,575,000.

SECTION III – SPECIAL CONDITIONS

1. The CITY shall provide the Regional Transportation Commission (RTC) and the COUNTY with a monthly status report indicating completion of design, dates for opening of bids and awarding of contract percentage completion of construction and the final acceptance of project by the City Council.

2. The CITY at its own discretion may use the services of a consultant in the design of this project and the COUNTY shall not be a party to such agreement. However, the use of any consultant shall not entitle the CITY to additional funds beyond that specified in SECTION II – PROJECT COSTS as hereinabove set forth.

3. The CITY is responsible for the design and construction of the subject project and shall ensure all work is accomplished in accordance with professionally recognized standards.

4. The CITY shall provide the COUNTY with a set of final plans, specification and engineer's estimate, along with a certification of right-of-way before the final plans are signed by the COUNTY.

SECTION IV – OTHER PROVISIONS

1. The current edition of the Policies and Procedures adopted by the Regional Transportation Commission and any policies and procedures specific to projects funded by the sale of County bonds shall apply in developing this project unless specifically superceded by this Agreement.

2. Purchases of right-of-way in excess of that actually needed for construction shall not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates benefit from such a transaction would result. The CITY will use its best efforts to sell any surplus property pursuant to the provisions of Chapter 37 of the Nevada Revised Statutes. Any proceeds from such sales shall be returned to Clark County solely for the purpose of supplementing the proceeds from the sale of COUNTY bonds.

3. Administrative settlements and acceptance of counteroffers involving right-of-way may only be made following a review and approval by the Clark County Board of Commissioners or their delegated representative(s).

4. COUNTY shall make payment to the CITY each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way

        (1) Engineering

        (2) Negotiations

(3) Land Acquisition

(4) Legal fees, escrow, stamps, recording fees, etc.

b. Engineering

(1) Pre-design Report

(2) Design and specifications

(3) Drafting and plan preparation

(4) Review and checking

(5) Identifiable project reproduction and printing costs

c. Materials Testing

(1) Exploration and investigation

(2) Quality Control

d. Surveying

(1) Location, topographic, alignment and cross sections (all work prior to award of contract)

(2) Construction stakeout and control

e. Force Accounts

(1) Labor

(2) Equipment

(3) Materials

5. Accurate documentation of all work done and payments made shall be maintained by the CITY for a period of three years after final project approval and payment.

6. The COUNTY reserves the right to review and/or audit all records pertaining to this project during the design and construction phases and for a period of three years after notice of completion has been approved by the City Council.

7. The CITY shall indemnify the COUNTY for any loss, damage, liability, cost or expense caused by the actions or inactions of the CITY's employees, consultants,

contractors or agents arising under this Agreement.

8. In the event the items covered herein have not been completed to the satisfaction of the COUNTY prior to December 31, 1990, the COUNTY may at any time thereafter terminate this Agreement and the CITY agrees to repay all funds advanced therefore.

9. Any costs found to be improperly allocated to this project shall be refunded by the CITY to the COUNTY.

10. During construction, the CITY shall furnish and place informational signs with dimensions of approximately four feet by eight feet at each end of the project. These signs shall identify this project as one being funded by Clark County General Obligation Road Bonds and shall be of the design provided by the COUNTY.

11. It is understood and agreed that the function of the COUNTY in this Agreement Is to fund the project as hereinabove set forth with a Portion of the proceeds from the sale of County Bonds, which were approved at the June 2, 1987 election. It is further understood and agreed that the CITY is solely responsible for the design and construction of its project and shall hold the COUNTY harmless for any liability therefore except the funding provided by this Agreement.

IN WITNESS WHEREOF, this Agreement is effective as of the date set forth above.

APPROVED AS TO LEGALITY AND FORM:

CHRISTOPHER FIGGINS
Deputy District Attorney

DATE OF COUNCIL ACTION:

3-21-2001

CITY OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:
Thomas R. Green
DEP. CITY ATTY Date 2/15/01

ATTEST:

By: ______________________
BARBARA JO RONEMUS
City Clerk

DATE OF COMMISSION ACTION:

7-3-01

CLARK COUNTY BOARD OF COMMISSIONERS

BY: ______________________
DARIO HERRERA
Chairman

ATTEST:

By: ______________________
SHIRLEY PARRAGUIRRE
County Clerk

DATE OF COMMISSION ACTION:

2.08.01

REGIONAL TRANSPORTATION COMMISSION

By: ______________________
BRUCE L. WOODBURY
Chairman

ATTEST:

By: ______________________
TONI MICHENER
Executive Assistant

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to accept a grant through the State of Nevada from the Federal Emergency Management Agency (FEMA) - Hazard Mitigation Grant Program for the Las Vegas Wash Mitigation (HMGP 1281-01) to repair portions of the Las Vegas Wash damaged during the July 8, 1999 flood event ($326,946 - Federal Emergency Management Agency) - Ward 3 (Reese)

Fiscal Impact

[ ]	No Impact	**Amount:**	$326,946
[X]	Budget Funds Available	**Dept./Division:**	PW/City Engineer
[ ]	Augmentation Required	**Funding Source:**	FEMA

PURPOSE/BACKGROUND:
The City of Las Vegas applied for and received a grant through the State of Nevada under the FEMA Hazard Mitigation Grant Program for funds to protect portions of the Las Vegas Wash damaged during the July 8, 1999 flood event. The flood eroded sections of the Las Vegas Wash, threatening public infrastructure and private residences. Channel lining will be provided along the banks of the wash at the areas damaged by the flood. The grant amount is $317,480 plus subgrantee administrative cost of $9,466. The match requirement of $105,826 will be funded by the CCRFCD Annual Maintenance Program.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
2/23/2001 Grant Application
FEMA Approval

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

City of Las Vegas

Agenda Item No. 35

CITY COUNCIL MEETING OF MARCH 21, 2001
Public Works
Item 35 – FEMA Hazard Mitigation Grant Program

MOTION – Continued:

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:

There was no related discussion

(9:16 – 9:19)
1-338

City of Las Vegas - Grant Application

(Internal Document)

Grant Coordinator Section:		
Application # ________	Date Received ________	Date Distributed ________
Committee Review Date: ________		

Requesting Department: Public Works	Contact Person & Phone: Peter Jackson 229-5266	Date: February 22, 2001
Grantor Agency: State of Nevada HMGO 1281-01	Total Amount: $326,946 Grant share $317,480 Subgrantee Administrative Funds $ 9,466	Application Due Date:
CFDA # (if applicable):	Grant Award Period: 6 months, plus extension time	Match Amount: $105,827
Matching: 25 %, $105,827	Match Source: Clark County Regional Flood Control District Annual Maintenance Program	

Type of Application: New X	Type of Grant: Direct ____ Pass-Through X
Renewal ____	If pass-through, originating agency Federal Emergency Management Agency (FEMA)

Please check all that apply:

- O Positions Required (Attach detail--title(s), #fte, specific duties, duration, funding, etc.)
- ● In-kind Match /// Type Maintenance money & Labor (i.e., office supplies, staff, etc.)
- O Related to Strategic Plan Item , Item # ________
- O Related to Overall CLV Organizational Goals
  Describe ________________
- ● Administrative Funding Provided ____ % of award, $9,466 (subgrantee administrative funds)

Grant Description: (Please state the purpose of the grant) State of Nevada Hazard Mitigation Grant Program – Las Vegas Wash Mitigation (HMGO 1281-01). The purpose of the grant is to repair portions of the Las Vegas Wash damaged during the July 8, 1999 flood event. Channel lining will be provided along the banks of the Las Vegas Wash at the areas damaged during the July 8, 1999 flood event.

APPROVAL – Douglas A. Selby,
Deputy City Manager Douglas Selby Date 2-23-01

City of Las Vegas - Grant Application

(Internal Document)

(Continued)

Justification: The July 8, 1999 flood event caused significant damage within the Las Vegas Wash. Floodwaters from the storms eroded sections of the Las Vegas Wash, threatening public infrastructure and private residences adjacent to the wash. The City of Las Vegas applied to the State of Nevada under the Hazard Mitigation Grant Program for funds to protect portions of the Las Vegas Wash damaged during the flood event.

Special Conditions or Requirements of the Grant: Match requirement of $105,826 to pay for local share of associated costs. Match funding to come from the Clark County Regional Flood Control District Annual Maintenance Program.

Please provide the following budgetary information:

Budget Category:	Total	Hazard Mitigation Grant	CLV
Salaries and Benefits (estimated above subgrantee admin funds)	$ 2,500	$	$ 2,500
Engineering Fees	$ 8,466	$	$ 8,466
Channel Bank lining-erosion control	$ 410,841	$ 317,480	$ 93,361
Supplies	$ 1,500	$	$ 1,500
Services	$	$	$
Subgrantee administrative funds	$ 9,466	$ 9,466	$
Total	**$ 432,773**	**$ 326,946**	**$ 105,827**

If Positions apply, please provide the following information (one set for each position; copy below if more than one is needed): N/A.

Job Title: N/A
Does a Job Title Exist? Y/N
Approximate Cost:
Full-time Equivalent:
Duration:
Funding Source:
Duties (attach details):

Identification of all attachments: (add more rows if needed)

Attachment A	Las Vegas Wash Mitigation Project
Attachment B	
Attachment C	
Attachment D	
Attachment E	
Attachment F	

KENNY C. GUINN
Governor

STATE OF NEVADA

JAN 30 2001

773

RICHARD KIRKLAND
Director

FRANK S. SIRACUSA
Chief

DEPARTMENT OF MOTOR VEHICLES AND PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

2525 S. Carson Street
Carson City, Nevada 89711
(775) 687-4240 • Fax (775) 687-6788

January 19, 2001

Mr. Larry Haugsness
Deputy Public Works Director
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Larry:

I am pleased to inform you the FEMA Hazard Mitigation Grant Program Project #001, Las Vegas Wash Mitigation Project has been approved. Enclosed is the official approval letter received from FEMA Region IX, which shows that this project has been awarded a total budget of $423,307, with a Federal Grant share of $317,480. The project has also been awarded sub-grantee administrative funds of $9,466.00.

This project may begin at your discretion and funds may be drawn down on a reimbursement basis using Standard Form 270. Under paragraph three of the FEMA approval letter work must be completed within six months of project approval, or approximately June 2001. Please note that grant management must adhere to 44 Code of Federal Regulations and acceptable accounting procedures apply. Projects costing more that $25,000 may be audited by FEMA. If you have any questions concerning this project please call Bert Prescott, Hazard Mitigation Officer at (775) 687-7361.

Sincerely,

Frank Siracusa
Governor's Authorized Representative

attachments

Federal Emergency Management Agency

Region IX
Building 105
Presidio of San Francisco
San Francisco, California 94129

RECEIVED
JAN 11 2001
DIVISION OF EMERGENCY MGMT.

JAN 5 2001

Mr. Frank Siracusa
Governor's Authorized Representative
Nevada Department of Motor Vehicles and Public Safety
Division of Emergency Management
2525 S. Carson Street
Carson City, Nevada 89711

Reference: Approval, HMGP #1281-001-002
City of Las Vegas, FIPS Code: 003-40000
Las Vegas Wash Mitigation, Supplement #4

Dear Mr. Siracusa:

We have approved and issued Hazard Mitigation Grant Program (HMGP) funds for the City of Las Vegas, HMGP #1281-001-002, Las Vegas Wash Mitigation.

The total eligible costs are $423,307. As shown in the enclosed Supplement #4, Obligation Report, FEMA has obligated $317,480 for up to 75% federal share reimbursement of eligible project costs.

This HMGP grant approval and obligation of funds is subject to the notes and conditions presented below:

1. The funds are obligated based on the subgrantee's scope of work and budget, as presented in the HMGP application, dated April 7, 2000.

2. Standard HMGP Conditions prepared by Region IX and updated October 2000 applies to grantees and subgrantees accepting funds from the Federal Emergency Management Agency/HMGP. Should a change in scope of work (SOW) be necessary, the subgrantee must contact the Nevada Division of Emergency Management and FEMA, and receive written approval prior to implementing the SOW change. Please be aware that federal funds may be de-obligated for work that does not comply with these conditions.

3. The project schedule in the application stated that all work would be completed within six months of FEMA's project approval, or approximately June 2001. Please advise the subgrantee that federal funds may be de-obligated for work that is not completed within schedule, and for which no extension is approved.

If you have any questions, please contact Mark Lane at (415) 561-3511.

Sincerely,

Sally Ziolkowski

Sally Ziolkowski
Director, Mitigation Division

Enclosures: (3)

Obligation Report
Standard HMGP Conditions of Approval
NEPA Documentation

cc: Jim Walker, State Hazard Mitigation Officer

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster Number	FEMA Project Number	Amendment Number	State App ID	Action Number	Suppl Number	State Grantee
1281	2-R	0	2	1	4	NV Nevada Division of Emergency Management

Subgrantee: Las Vegas

Project Title : Las Vegas Wash Mitigation

Subgrantee FIPS Code:003-40000

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$317,480	$317,480	$0	($317,480)

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$317,480	$6,539	$9,466	$333,485	12/22/2000	Accept	2001

Authorization

Preparer Name: MOJICA, KAREN G.

Preparation Date: 12/22/2000

HMO Authorization Name: mlane

HMO Authorization Date: 12/22/2000

Comments

Comment Date	User Id	Comment
12/22/2000	KMOJICA	Las Vegas Wash

Kelly Zyolkowski

Authorizing Official Signature

MT Division Director

Authorizing Official Title R9

1/5/01

Authorization Date

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Standard Hazard Mitigation Grant Program (HMGP) Conditions
Prepared by FEMA Region IX, Updated October, 2000

The following standard requirements apply to grantees and subgrantees accepting funds from the Federal Emergency Management Agency (FEMA) HMGP:

1. **Applicable Federal, State and Local Laws and Regulations.** The grantee and subgrantee must comply with all applicable Federal, State and Local laws and regulations, regardless as to whether they are specifically identified in this list or other project documents.

2. **Standards for Financial Management Systems.** Grantees and subgrantees must maintain financial management systems to account for and track grant funds, in compliance with the Code of Federal Regulations, Title 44 (44 CFR) Section 13.20.

3. **Allowable Costs.** Grant funds may only be used for allowable costs, in compliance with 44 CFR Section 13.22, and in compliance with the approved grant project scope of work and any agreements among the subgrantee, the grantee, and FEMA.

4. **Subgrantee Indirect Costs.** No indirect costs of a subgrantee are separately eligible for HMGP reimbursement, in compliance with 44 CFR Section 206.439(c)(2). Such costs are covered by the Subgrantee Administrative Cost allowance formula provided by 44 CFR Section 206.439(b)(1)(ii).

5. **Matching or Cost Sharing.** Non-federal matching or cost sharing must be in accordance with 44 CFR Section 13.24, the approved grant project scope of work, and any agreements among the subgrantee, the grantee, and FEMA.

6. **Non-Federal Audit.** The grantee and subgrantee are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 44 CFR Section 13.26.

7. **NEPA Reviews for Scope of Work Amendments.** The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee statement of work (SOW) shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subgrantee. Any construction activities associated with a SOW change, prior to FEMA approval, are ineligible for reimbursement or match.

8. **Cost Overruns.** Subgrantees should be referred to the state HMGP administrative plan for project cost overrun regulations. If project costs exceed the approved federal share, the subgrantee must contact the Governor's Authorized Representative. The GAR will evaluate requests for cost overruns. Written determination of cost overrun eligibility in accordance with 44 CFR 206.438(b) shall be submitted by the GAR to the FEMA Regional Director.

9. **Real Property (Land).** If real property (land) is acquired under an HMGP grant, the use and disposition of the property shall be in compliance with 44 CFR Section 13.31 and Section 206.434(d).

10. **Equipment.** If equipment is acquired under an HMGP grant, the use and disposition of the equipment shall be in compliance with 44 CFR Section 13.32.

11. **Supplies.** If there is a residual inventory of unused supplies exceeding $5,000 in total fair market value upon completion of the HMGP grant, and if the supplies are not needed for any other federally sponsored

programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share (44 CFR Section 13.33).

12. **Copyrights.** In accord with 44 CFR Section 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

    (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
    (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

13. **Subawards to debarred and suspended parties.** In accordance with 44 CFR Section 13.35, the grantee and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14. **Procurement.** Procurement procedures shall be in conformance with 44 CFR Section 13.36.

15. **Monitoring and Reporting Program Performance.** The grantee and subgrantees must submit quarterly progress reports, in accord with 44 CFR Section 13.40 and the State HMGP Administrative Plan.

16. **Retention and Access Requirements for Records.** In accordance with 44 CFR Section 13.42, financial and programmatic records related to expenditure of funds on grant-supported projects shall be maintained at least 3 years following the date the grantee submits its final expenditure report on the project.

17. **Enforcement.** If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statue or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, FEMA may take one or more of the actions outlined in 44 CFR Section 13.43, including termination of the grant.

18. **Termination for Convenience.** Grant awards may be terminated for convenience through the procedures outlined in 44 CFR Section 13.44.

19. **Discovery of Historic and Cultural Resources.** In accordance with 36 CFR Section 800.11, in the event a cultural resource is discovered during construction, the subgrantee must cease work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovered cultural resource. Construction activities in the area of the discovery shall not resume until FEMA concludes consultation with the State Historic Preservation Officer (SHPO) for the collection and repository (if necessary) of the discovery.

20. **Equipment Rates.** Rates claimed for use of applicant-owned equipment that are in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the State to include only those costs attributable to equipment usage less any fixed overhead and/or profit."

21. **Duplication of Funding between PA and HMGP.** It is permissible to use PA and 404 HMGP funds on the same facility/location, but the scopes of work identified under each program must be distinct and the funds accounted for separately. At the time of closeout, FEMA will adjust the funding if necessary to ensure that the subgrantee has been reimbursed for eligible scope from only one funding source.

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Quitclaim Deed from Joan Shoofey Brasher Richardson for a portion of the Northeast Quarter (NE 1/4) of Section 4, T21S, R60E, M.D.M., for acquistion of remainder interest for parcels in Buffalo Drive and Del Rey Avenue, located north of Oakey Boulevard (previously recorded in the Office of the Recorder, Clark County Nevada in Book 20010227 as Instrument No. 01338) 163-04-604-002 - Ward 1 (M. McDonald)

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	PW/City Engineer
[ ] Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)

1-338

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Northeast Quarter (NE 1/4) of Section 4, T21S, R60E, M.D.M., for dedication of rights-of-way on Buffalo Drive, located north of Oakey Boulevard - 163-04-604-002 - Ward 1 (M. McDonald)

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	PW/City Engineer
[ ] Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)
1-338

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Northwest Quarter (NW 1/4) of Section 7, T20S, R60E, M.D.M., for dedication of rights-of-way to complete the Hualapai alignment, south of Alexander Road - 138-07-101-001 - Ward 4 (Brown)

Fiscal Impact

X	No Impact	Amount:	
	Budget Funds Available	Dept./Division:	PW/City Engineer
	Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)
1-338

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval of a Quitclaim Deed to the Nevada Department of Transportation for a portion of the Northeast Quarter (NE 1/4) of Section 17, T19S, R60E, M.D.M., transferring City of Las Vegas remnant parcels lying within the Durango Drive/U.S.95 Interchange, located south of the intersection of Durango Drive and Farm Road - 125-17-699-004 & 125-17-699-005 - Ward 6 (Mack)

Fiscal Impact

X	**No Impact**	**Amount:**	
	Budget Funds Available	**Dept./Division:**	PW/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
MACK – APPROVED as recommended – UNANIMOUS with M. McDONALD excused

MINUTES:
COUNCILMAN MACK brought this item forward to rectify some of the concerns regarding the construction situation at Durango and US 95.

DICK GOECKE, Director, Public Works, confirmed that his last communication with NDOT targeted the end of May or the beginning of June for commencing construction of the Durango Interchange.

COUNCILMAN MACK mentioned that there are concerns regarding the traffic signals at Durango and El Capitan. For the record, he wanted to clarify that the developer was only required to make a contribution. However, in the interim, the developer submitted plans to the City for the construction of the traffic signals and also agreed, as a condition of development, to provide the off-site improvements at a cost of $125,000.

City of Las Vegas

Agenda Item No. 39

CITY COUNCIL MEETING OF MARCH 21, 2001
Public Works
Item 39 – Approval of Quitclaim Deed to NDOT Transferring City of Las Vegas Remnant Parcels (Durango Drive/US95 Interchange)

MINUTES – Continued:
COUNCILMAN MACK expressed his appreciation to the developer for coming up with the investment and saving the taxpayers some dollars.

There was no further discussion

(9:21 – 9:24)
1-500

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to file a Right of Way Grant application with the Bureau of Land Management for roadway, sewer and drainage purposes on portions of land lying within the Southeast Quarter (SE 1/4) of Section 24, T19S, R60E, M.D.M., located along Deer Springs Way and Rome Boulevard, east of Thom Boulevard, and Thom Boulevard, south of Deer Springs Way - Ward 6 (Mack)

Fiscal Impact

X	No Impact	Amount:	
	Budget Funds Available	Dept./Division:	PW/City Engineer
	Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 -- UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

Item 7 **TRAILED with Items 72 and 73**
Items 15 & 39 **APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)
1-338

City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to file a Right of Way Grant application with the Bureau of Land Management for roadway, sewer and drainage purposes on portions of land lying within the Northwest Quarter (NW 1/4) of Section 27, T20S, R60E, M.D.M., located along Braswell Drive, east of Pioneer Way - Ward 2 (L.B. McDonald)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	PW/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 -- UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)
1-338

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Professional Services Agreement with Black & Veatch Corporation for design services related to the City's Unlined Reinforced Concrete Pipe (RCP) Evaluation and Rehabilitation Program ($300,000 - City of Las Vegas Sanitation Funds) - All Wards

Fiscal Impact

[ ]	No Impact	**Amount:** $300,000
[X]	Budget Funds Available	**Dept./Division:** PW/City Engineer
[ ]	Augmentation Required	**Funding Source:** City of Las Vegas Sanitation Funds

PURPOSE/BACKGROUND:
The City desires to evaluate approximately 85,000 lineal feet of older existing, large diameter unlined RCP sanitary sewer lines for indications of erosion, deterioration and infiltration, and to determine rehabilitation methods, costs and priorities. This evaluation is intended to locate areas of potentially hazardous pipe deterioration and to correct these situations prior to failure (collapse) of the pipelines. The cost associated with this agreement is $300,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Professional Services Agreement

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 -- UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:
There was no related discussion

(9:16 – 9:19)

ENGINEERING DESIGN SERVICES AGREEMENT FOR UNLINED RCP SANITARY SEWER LINES EVALUATION & REHABILITATION PROJECT

THIS AGREEMENT is made and entered into this 21st day of March, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), Black and Veatch Corporation (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to evaluate the condition of existing unlined reinforced concrete pipe (RCP) sanitary sewer lines at various locations, and provide recommendations for rehabilitation of deteriorated sections (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** The Consultant hereby agrees to provide the basic services and the additional services, if so requested set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with those generally accepted within the engineering profession.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the correspondence, studies, reports and related exhibits and attachments for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Consultant's Representative.*** The Consultant's Representative is hereby designated as Jonathan B. Howard, P.E., who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to any Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the correspondence, studies, reports and related exhibits and attachments furnished by the Consultant within twenty-one (21) days of receipt of such documents.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The Director of Public Works or his authorized representative may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the changes requested by the City cause an increase in the cost or time required for the Consultant to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. If final payment is made to the Consultant, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Sections 7.04, 7.05 and 7.07 of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

A. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien.

B. The subconsultant shall have no more rights against the City than that of the Consultant.

C. The subconsultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing.

D. Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in Subsection C of Section 10.05 of this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***General.*** At the time of approval of this Agreement by the City Council, the City agrees to set aside $300,000.00 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

7.02 ***Compensation: Basic Services.*** For the services set forth in Exhibit "A," the City shall pay to the Consultant the not to exceed sum of $261,300.00 which sum represents compensation for the labor, subcontractors and direct (non-labor) costs estimated in Exhibit "D" attached hereto. The amount of the aforementioned costs to be paid to the Consultant shall be based on the amount actually incurred by the Consultant. The fee to be paid to the Consultant shall be apportioned is also set forth in Exhibit "D" and is apportioned according to the completion of the deliverables identified in Exhibit "A."

7.03 ***Compensation: Additional Services.*** For the additional services set forth in Exhibit "B," the City shall pay to the Consultant a lump sum, or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed $38,700.00 without the prior written approval of the City.

7.04 ***Invoice.*** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within thirty (30) days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the thirty (30) day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 ***Retention.*** Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

7.06 ***Right of Set-Off.*** The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the act or omission, negligent or otherwise of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the studies, reports, related exhibits and attachments, and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 ***Release of Retention.*** Upon completion by the Consultant of the basic services required under this Agreement, acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) and issuance of the Final Report, the Consultant will, within forty-five (45) days, be paid the balance of any money due for such services, including the retained percentages.

7.08 ***Final Payment.*** Within thirty (30) days after the completion of the Final Report and receipt of the Consultant's final invoice, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time which may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide twenty-one (21) days for each document which is to be reviewed by the City.

8.02 ***Revised Performance Schedule.*** If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

8.03 ***Increase in Retention.*** If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retention up to 10 percent (10%) from the monthly payments under Section 7.05 of this Agreement until such time as the Consultant has complied with the General and Detailed Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 ***Termination for Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

A. If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing;

C. If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any balance due the Consultant the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefore and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement of the Consultant shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 ***Ownership of Documents.*** Any and all documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original documents related to this Agreement not in its possession. The documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but for the construction of any other project.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Workmen's Compensation or Industrial Insurance Protection.*** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance Protection.*** Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance (Errors and Omissions Coverage) Protection.*** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

D. ***Cancellation or Modification of Coverage.*** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. ***Certificates and Endorsements.*** 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. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants:

A. That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

B. That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

C. That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement, beyond December 31, 1999.

D. That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, and effective October 1, 1999, disclosed on the form attached hereto as Exhibit "G," all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed 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:

TO CITY:

Marvin D. Stine, P.E.
Project Manager
City of Las Vegas
Department of Public Works
400 Stewart Avenue
Las Vegas, Nevada 89101
Voice: (702) 229-6730
Fax: (702) 382-3232

TO CONSULTANT:

Jonathan B. Howard, P.E.
Project Manager
Black & Veatch Corp.
4040 S. Eastern Ave. Ste. 330
Las Vegas, NV 89119
Voice: (702) 732-0448
Fax: (702) 732-7518

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Dispute Resolution.***

A. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada

C. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association, the American Arbitration Association, or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection C and D of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in the arbitration.

D. In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

E. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

F. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the then existing mediation rules of the Nevada Arbitration Association, the American Arbitration Association, or as otherwise agreed to by the parties. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 ***Agreements Version.*** This agreement utilizes the City's standard form updated as of August 14, 2000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

____
Date 2/13/01
Deputy City Attorney

Black & Veatch Corporation

____

By: Dana V. Reel, P.E.

Its: Vice President, Office Manager

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services	S.1.01, 7.02, 8.01
Exhibit "B"	Additional Services	S.1.01, 4.01, 7.03
Exhibit "C"	Manhour Estimates	S.7.02
Exhibit "D"	Cost Derivation and Hourly Fee Schedule	S.7.02, 7.03
Exhibit "E"	General Performance Schedule	S.8.01
Exhibit "E-1"	Detailed Performance Schedule	S.8.01
Exhibit "F"	Invoice Format	S.7.04
Exhibit "G"	Disclosure of Principals	S.10.09D

EXHIBIT "A"

SCOPE OF BASIC SERVICES

UNLINED RCP SEWER EVALUATION AND REHABILITATION PROGRAM

PROJECT UNDERSTANDING

The City of Las Vegas (City) has significant quantities of larger diameter unlined reinforced concrete pipe (RCP) installed as part of its wastewater collection system. This project will involve the evaluation, prioritization, and recommendations for rehabilitation of existing unlined RCP sanitary sewer lines at various locations throughout the City. As part of the project, the City desires to complete a sewer condition assessment for an initial length of about 85,200 lineal feet of existing unlined RCP. The scope of work generally consists of the following major tasks:

- Project Management
- Data collection and review
- Physical inspection of the pipelines and manholes
- Closed-circuit television inspection of the pipelines
- Assessment reports based on inspection results
- Preparation of a report summarizing the results and recommendations of the study

The project will ultimately provide the City with a condition assessment of the pipelines, and, where required, recommendations regarding the need for rehabilitation or replacement, rehabilitation techniques and a recommended rehabilitation schedule. The recommended rehabilitation schedule will be based on severity of corrosion and structural deterioration, relative importance of the reach of line being evaluated, will generally conform to a five-year, $10 million per year rehabilitation program, and will be developed in cooperation with City of Las Vegas Public Works staff.

The unlined RCP sewers currently included in the study are:

Sewer	Pipe Diameters	Length	Year Constructed
Harris Ave.	24"	590 ft	1954
Bonanza/Pecos/Stewart	27"-36"	11,000 ft	1956
Charleston Phase I	27"-30"	6,600 ft	1956
Charleston Phase II	39"-51"	8,900 ft	1956
Vegas Valley to WPCF	57"	2,650 ft	1956
Rancho Dr.	18"-21"	1,650 ft	1962

Sewer	Pipe Diameters	Length	Year Constructed
Coran/Tonopah	21"-24"	7,480 ft	1962
Vegas Dr. West of Rancho	18"-21"	8,500 ft	1964
LV Wash	42"-45"	2,900 ft	1965
Sahara Phase 2	24"-30"	24,300 ft	1963
Sahara Phase 3	45"-51"	10,600 ft	1964
	Total Length =	85,170 ft	

A detailed description of the scope of work follows:

SCOPE OF WORK

Task 1.0 Project Management

1.1. Management. The Consultant shall manage, monitor and review work progress and budget of project team including sub-consultants.

1.2. Monthly Invoices. The Consultant shall prepare and submit to the City monthly invoices including a brief written narrative that includes an updated schedule and actual and projected budget of project team including consultants.

1.3. Progress Meetings. Consultant shall participate in bi-weekly progress meetings with City staff, generally to be held at the Consultant's offices. Purpose of the bi-weekly progress meetings is to provide an opportunity for Consultant and City to review progress of the work, present and discuss interim results, anticipate and mitigate any performance problems and address other issues and concerns.

- Within one week following notice-to-proceed, Consultant shall prepare for City's review a proposed standard progress meeting agenda. City shall provide comments to Consultant within one week following submittal of the proposed meeting agenda.
- Consultant shall prepare meeting minutes for each bi-weekly progress meeting. Meeting minutes shall be prepared and submitted to all meeting attendees in draft form within two working days following the meeting. Review comments will be due back to Consultant within two working days following receipt of draft meeting minutes. City and Consultant shall mutually agree to meeting minutes format.

1.4. Other Meeting Minutes. The Consultant shall prepare and distribute meeting minutes for all meetings with the City, summarizing agreements reached and actions required.

1.5. Review. The Consultant shall perform periodic quality reviews of the work progress as required to ensure that the project scope is achieved. The Consultant shall review and edit all deliverables in-house for quality assurance prior to submittal to the City.

Task 2.0 Data Collection and Review

2.1. The Consultant will collect and review pertinent existing data relating to the unlined concrete pipes, including:

- The existing inventory of the project sewers from the City's GIS database.
- Existing record drawings.
- Existing Closed Circuit Television Videos and Photographs, if available.
- Sewer flow model output data to determine the flow characteristics to determine the available capacity and potential for capacity reducing rehabilitation options.

The City of Las Vegas will provide the above information to Consultant.

Task 3.0 Physical Inspection

3.1. Schedule for Physical Inspection. Consultant will provide the City with a proposed schedule for all sewer inspections, including closed circuit television (CCTV) and manhole inspections. This schedule will be submitted to the City within one week following completion of Task 2.1.

3.2. Pre-Inspection Walk-through. Throughout the physical inspection period, a pre-inspection walk-through will be conducted prior to the start of inspection of any segment of sewer. This field inspection will be conducted to:

- Locate all manholes within the segment of sewer to be inspected. The City will provide assistance in locating or providing access to manholes that Consultant is unable to locate or manholes that are inaccessible.
- Identify access and traffic control issues.
- Identify issues to be addressed by City maintenance staff prior to

inspection.

3.3. Permits. The Consultant will obtain all necessary permits from the governing agencies that apply to permit requirements, including traffic control, allowable work hours, and other provisions the agencies impose.

3.4. Manhole Inspections. Each manhole shall be physically inspected from the ground surface. Confined space entry is not required for the inspection of manholes. Photographs of each manhole shall be taken to document upstream and downstream conditions, hydraulics, condition of the manhole, etc. This task shall be conducted concurrently with Pre-Inspection Walk-through described in Task 3.2. The purpose of this task will be to preliminarily identify manholes that may require replacement or rehabilitation.

3.5. Closed Circuit Television (CCTV) Video Inspection. Pipeline segments shall be inspected via CCTV equipment. Videotapes of the CCTV inspection and inspection logs shall be prepared for each sewer line segment inspected. One copy of each videotape and inspection log shall be delivered to the City upon completion of Consultant's review of the CCTV inspection tapes.

3.6. Traffic Control. In general, the Consultant will attempt to access sewers from manholes requiring minimal traffic control. In the event that traffic control is needed, the Consultant will notify the City, and traffic control plans will be submitted by the Consultant and approved per the governing agencies.

Task 4.0 Review Video Inspection Tapes

4.1. Video Inspection Tape Review. The Consultant shall review the videotape inspections. Each inspection will be reviewed to ensure that adequate information has been collected to evaluate the existing condition of the pipeline.

4.2. Prepare Defect Log. The Consultant shall prepare defect logs during the video inspection tape review to identify and record the defects identified. Defect logs shall be presented in a table in the final report prepared in Task 5.0. This table will summarize the findings of the field inspection and defect logs. Field inspection and defect logs will be included in an appendix to the report.

4.3. Preliminary Condition Assessment. Based on the identified defects, the pipe condition will be assessed using peak and/or total defects. The condition grade of the sewer will be prepared based on a scale of one to seven as follows:

Category	Condition	Defect description	Condition grade implication
VII	Excellent	No defects, condition like new	Minimal deterioration, excellent condition; very little pitting, spalling and efflorescence; smooth inner surface; structurally sound
VI	Very Good	Mild deterioration, minor pitting and spalling	Mild deterioration; concrete pitted and heavily spalled; no reinforcement exposed; joints closed; structurally sound
V	Good	Heavy deterioration, reflected reinforcing	Heavy deterioration; reinforcement reflection visible; no ribbing; joints closed; structurally stable
IV	Fair	Heavy to severe deterioration, some exposed reinforcing, mild ribbing	Heavy to severe deterioration; some reinforcement exposed; mild ribbing; joints closed; structurally stable
III	Poor	Severe deterioration, some exposed gaskets & reinforcing, some open joints, moderate ribbing, structurally unstable	Severe deterioration; some gaskets exposed; reinforcement exposed; moderate ribbing; some joints open; very little structural stability
II	Very Poor	Very severe deterioration, gaskets & reinforcing nearly gone, exposed joints and gaskets, pronounced ribbing, no structurally stability	Very severe deterioration; gaskets nearly gone; reinforcing nearly gone; exposed joints and gaskets; pronounced ribbing; no structurally integrity; collapse likely in foreseeable future
I	Immediate Attention Required	Extremely deteriorated; voids collapsed or collapse imminent; sewers requiring immediate attention	Extreme deterioration; voids collapsing or forming; collapsed or potential for imminent collapse

4.4. Review Meeting. At the completion of the field investigations, the Consultant will conduct a Review Meeting with the City to present the initial inspection results and to identify any areas of immediate concern. However, to the degree practicable, initial inspection results and areas of immediate concern will be discussed at the bi-weekly progress meetings.

Task 5.0 Final Condition Evaluation and Assessment Report

5.1. Identify Rehabilitation Ratings. The Consultant will develop rehabilitation ratings for each sewer segment inspected. This rehabilitation rating will account for the internal condition assessment and the consequence of failure. It is anticipated that this task will be performed in cooperation with City of Las Vegas Public Works staff.

5.2. Rehabilitation/Replacement Alternatives. The Consultant will identify the benefits and limitations of various alternative methods for rehabilitation including both conventional and trenchless methodologies. This task will result in a table of common rehabilitation methodologies that describe their benefits and limitations and will be included in the final report.

5.3. Flow and Capacity Requirements. Consultant will preliminarily identify where rehabilitation may have unacceptable impacts on the required sewer capacity. It is anticipated that this task will be performed in cooperation with City of Las Vegas Public Works staff.

5.4. Constructibility Evaluation. The Consultant will preliminarily identify major construction issues that may be incurred during the rehabilitation/replacement process including access, traffic control, bypass pumping, and other issues. The primary purpose in identifying these issues is to assist in accounting for site specific conditions as rough—order-of-magnitude cost estimates are developed.

5.5. Cost Estimates. Planning rough-order-of-magnitude (ROM) cost estimates will be developed for each rehabilitation/replacement alternative evaluated.

5.6. Recommend Alternatives. Consultant will preliminarily identify rehabilitation alternatives appropriate to each pipeline. This preliminary identification will provide the basis for more detailed evaluation of alternatives during detailed design phase.

5.7. Identify Implementation Plan. If the condition of the pipeline mandates repair and/or maintenance, projects will be grouped into logical construction projects to conform to a five-year, $10 million per year rehabilitation program. Recommended completion date will be provided based on anticipated remaining life. It is anticipated that this task will be performed in cooperation with City of Las Vegas Public Works staff.

5.8. Draft Report. The Consultant shall prepare and submit five (5) copies of the draft report summarizing the results of condition assessment study, including the recommended rehabilitation program.

5.9. Review Meeting. The Consultant will conduct a review meeting with the City to present the findings and the recommended rehabilitation program, and to discuss comments to the draft report.

5.10. Final Report. The Consultant shall prepare and submit ten (10) copies of the final report to the City.

Task 6.0 Additional Services

6.1. Additional Services that may be provided under this Agreement are identified in Exhibit B.

EXHIBIT "B"

ADDITIONAL SERVICES OF THE CONSULTANT

UNLINED RCP SEWER EVALUATION AND REHABILITATION PROGRAM

ADDITIONAL SERVICES

The Consultant shall provide any or all of the following, in accordance with the attached rate schedule and with the unit rates as identified below, when so requested in writing by the City:

1.1. Additional Inspections and Evaluations. The City may request that the Consultant conduct additional pipeline and manhole inspections and evaluations not to exceed an estimated 15,000 lineal feet of pipeline at locations agreed upon by both the Consultant and the City. Additional Inspections and Evaluation will be conducted at a unit cost of $ 3.25 per foot of additional pipeline.

1.2. Flow Monitoring. The City may request that the Consultant monitor wastewater flows at not to exceed an estimated 40 locations, as agreed upon by both the Consultant and the City, for obtaining additional data. These locations will be evaluated with the City after obtaining the City's existing flow model, metering data, and/or future capacity requirement projections. Flow Monitoring will be provided at the unit cost per location in accordance with the following table.

Number of Locations per Authorization	Mobilization/Demobilization Charge per Authorization	Unit Cost per Flow Monitoring Location
1 to 9	$5,250	$1,950
10 to 19	$6,300	$1,825
20 to 29	$7,350	$1,750
30 to 40	$8,400	$1,715

Flow monitoring unit costs assume a flow monitoring duration of seven days. Mobilization/Demobilization charges apply based on the number of monitoring locations authorized, on a per authorization basis.

1.3. Sonar Investigation. The City may request that the Consultant perform preliminary screening of not to exceed an estimated 10,000 lineal feet of pipelines using sonar techniques to identify the condition of the pipeline invert and to detect any pipeline erosion issues. Sonar investigation will be conducted at a unit cost of $ 3.15 per foot of pipeline plus a mobilization/demobilization charge of $5,250.00 per occurrence.

1.4. Additional Engineering Services. The City may request that the Consultant perform additional miscellaneous engineering services not defined in the subtasks above or in Exhibit A.

City of Las Vegas
Unlined RCP Sewer Evaluation and Rehabilitation Program
EXHIBIT C: MANHOUR ESTIMATE
EXHIBIT D. COST DERIVATION AND HOURLY FEE SCHEDULE
SUMMARY OF ALL TASKS

Task	225	Hours	Labor Cost	Subconsultant Costs	ODCs	Tot. By Task
1.0	**Project Management**	**316**	**$ 33,250**	**$ -**	**$ 1,663**	**$ 34,913**
1.1	Management	54	$ 7,230	$ -	$ 362	$ 7,592
1.2	Monthly Invoices	54	$ 4,140	$ -	$ 207	$ 4,347
1.3	Progress Meetings	114	$ 10,980	$ -	$ 549	$ 11,529
1.4	Other Meetings and Meeting Minutes	46	$ 4,380	$ -	$ 219	$ 4,599
1.5	Review (QA/QC)	48	$ 6,520	$ -	$ 326	$ 6,846
2.0	**Data Collection and Review**	**66**	**$ 5,748**	**$ -**	**$ 287**	**$ 6,035**
2.1	Existing Data Review	66	$ 5,748	$ -	$ 287	$ 6,035
3.0	**Physical Inspection**	**144**	**$ 13,752**	**$ 126,210**	**$ 688**	**$ 140,650**
3.1	Schedule for Physical Inspection	22	$ 1,868	$ -	$ 93	$ 1,961
3.2	Pre-Inspection Walk-Through	26	$ 2,588	$ -	$ 129	$ 2,717
3.3	Permits	24	$ 2,024	$ -	$ 101	$ 2,125
3.4	Manhole Surface Inspection	24	$ 2,328	$ 36,750	$ 116	$ 39,194
3.5	Closed Circuit Television (CCTV) Video Inspection	48	$ 4,944	$ 89,460	$ 247	$ 94,651
4.0	**Review Video Inspection Tapes**	**214**	**$ 22,052**	**$ -**	**$ 1,103**	**$ 23,155**
4.1	Video Inspection Tape Review	88	$ 9,640	$ -	$ 482	$ 10,122
4.2	Prepare Defect Log	38	$ 3,700	$ -	$ 185	$ 3,885
4.3	Preliminary Condition Assessment	56	$ 5,400	$ -	$ 270	$ 5,670
4.4	Review Meeting	32	$ 3,312	$ -	$ 166	$ 3,478
5.0	**Report**	**616**	**$ 53,826**	**$ -**	**$ 2,691**	**$ 56,517**
5.1	Identify Rehabilitation Ratings	43	$ 4,041	$ -	$ 202	$ 4,243
5.2	Rehabilitation/Replacement Alternatives	39	$ 3,577	$ -	$ 179	$ 3,756
5.3	Flow and Capacity Requirements	38	$ 3,412	$ -	$ 171	$ 3,583
5.4	Constructability Evaluation	44	$ 4,136	$ -	$ 207	$ 4,343
5.5	Cost Estimates	72	$ 5,920	$ -	$ 296	$ 6,216
5.6	Recommend Alternatives	44	$ 4,136	$ -	$ 207	$ 4,343
5.7	Identify Rehabilitation Plan	48	$ 4,656	$ -	$ 233	$ 4,889
5.8	Draft Report	170	$ 13,314	$ -	$ 666	$ 13,980
5.9	Review Meeting	24	$ 2,688	$ -	$ 134	$ 2,822
5.10	Final Report	94	$ 7,946	$ -	$ 397	$ 8,343
	Totals	**1356**	**$ 128,628.00**	**$ 126,210.00**	**$ 6,431.40**	**$ 261,269.40**

City of Las Vegas
Unlined RCP Sewer Evaluation and Rehabilitation Program
EXHIBIT C: MANHOUR ESTIMATES
EXHIBIT D: COST DERIVATION AND HOURLY FEE SCHEDULE
TASK 1.0 - PROJECT MANAGEMENT

	Project Principal	Project Manager	Assessment Engineer	Project Engineer	Staff Engineer	CADD	Admin	Subtotals hrs / $	Subs	ODCs	Task Totals
1.1 Management Expected length of project is 6 mos.	6	48						= 54			
	$ 990.00	$ 6,240.00	$ -	$ -	$ -	$ -	$ -	= $ 7,230.00	$ -	$362	$ 7,591.50
1.2 Monthly Reports Brief Synopsis of Activities to be included with monthly invoice		6		24			24	= 54			
	$ -	$ 780.00	$ -	$ 2,160.00	$ -	$ -	$ 1,200.00	= $ 4,140.00	$ -	$207	$ 4,347.00
1.3 Progress Meetings 12 Bi-Weekly Progress Meetings	0	42	0	48	0	0	24	= 114			
	$ -	$ 5,460.00	$ -	$ 4,320.00	$ -	$ -	$ 1,200.00	= $ 10,980.00	$ -	$549	$ 11,529.00
1.4 Other Meeting Minutes 5 other meeting minutes will be provided	0	16	0	20	0	0	10	= 46			
	$ -	$ 2,080.00	$ -	$ 1,800.00	$ -	$ -	$ 500.00	= $ 4,380.00	$ -	$219	$ 4,599.00
1.5 Review Expected length of project is 6 mos.	8	40						= 48			
	$ 1,320.00	$ 5,200.00	$ -	$ -	$ -	$ -	$ -	= $ 6,520.00	$ -	$326	$ 6,846.00
1.0 Project Management											
Total Hours	14	152	0	92	0	0	58	= 316			
Total Cost	**$ 2,310.00**	**$ 19,760.00**	**$ -**	**$ 8,280.00**	**$ -**	**$ -**	**$ 2,900.00**	**= $ 33,250.00**	**$ -**	**$ 1,662.50**	**$ 34,912.50**
%FTE	0%	4%	0%	2%	0%	0%	1%				

CITY COUNCIL MEETING OF MARCH 21, 2001 Pg. 498

City of Las Vegas
Unlined RCP Sewer Evaluation and Rehabilitation Program
EXHIBIT C: MANHOUR ESTIMATES
EXHIBIT D: COST DERIVATION AND HOURLY FEE SCHEDULE
TASK 2.0 - DATA COLLECTION and REVIEW

	Project Principal	Project Manager	Assessment Engineer	Project Engineer	Staff Engineer	CADD	Admin		Subtotals hrs / $	Subs	ODCs	Totals
2.1 Existing Collection and Review GIS, Record Drawings, CCTV, Photographs, Output Data		2	8	16	40			=	66			
	$0	$260	$928	$1,440	$3,120	$0	$0	=	$5,748	$0	$287	$6,035
2.0 Data Collection and Review												
Total Hours	0	2	8	16	40	0	0	=	66			
Total Cost	$0	$260	$928	$1,440	$3,120	$0	$0	=	$5,748	$0		$6,035
%FTE	0%	0%	0%	0%	1%	0%	0%					

EXHIBIT C: MANHOUR ESTIMATES
EXHIBIT D: COST DERIVATION AND HOURLY FEE SCHEDULE
TASK 3.0 - PHYSICAL INSPECTION

	Project Principal	Project Manager	Assessment Engineer	Project Engineer	Staff Engineer	CADD	Admin		Subtotals hrs / $	Subs	ODCs	Totals
3.1 Schedule for Physical Inspection		2	0	4	16			=	22			
	$ -	$ 260.00	$ -	$ 360.00	$ 1,248.00	$ -	$ -	=	$1,868	$ -	$93	$ 1,961.40
3.2 Pre-Inspection Walk-Through		2	12	0	12			=	26			
	$ -	$ 260.00	$ 1,392.00	$ -	$ 936.00	$ -	$ -	=	$2,588	$ -	$129	$ 2,717.40
3.3 Permits		2	0	4	18			=	24			
	$ -	$ 260.00	$ -	$ 360.00	$ 1,404.00	$ -	$ -	=	$2,024	$ -	$101	$ 2,125.20
3.4 Manhole Surface Inspections			12	0	12			=	24			
	$ -	$ -	$ 1,392.00	$ -	$ 936.00	$ -	$ -	=	$2,328	$ 36,750.00	$116	$ 39,194.40
3.5 Closed Circuit Television (CCTV)			24	24				=	48			
	$ -	$ -	$ 2,784.00	$ 2,160.00	$ -	$ -	$ -	=	$4,944	$ 89,460.00	$247	$ 94,651.20

3.0 Physical Inspection

	Project Principal	Project Manager	Assessment Engineer	Project Engineer	Staff Engineer	CADD	Admin		Subtotals	Subs	ODCs	Totals
Total Hours	0	6	48	32	58	0	0	=	144			
Total Cost	$0	$780	$5,568	$2,880	$4,524	$0	$0	=	$13,752	$ 126,210	$ 688	$ 140,650
%FTE	0%	0%	1%	1%	1%	0%	0%					

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City of Las Vegas
Unlined RCP Sewer Evaluation and Rehabilitation Program
EXHIBIT C: MANHOUR ESTIMATES
EXHIBIT D: COST DERIVATIION AND HOURLY FEE SCHEDULE
TASK 4.0 - REVIEW VIDEO TAPES

	Project Principal	Project Manager	Assessment Engineer	Project Engineer	Staff Engineer	CADD	Admin		Subtotals hrs / $	Subs	ODCs	Totals
4.1 Video Inspection Tape Review		4	60	24	0			=	88			
	$ -	$ 520.00	$ 6,960.00	$ 2,160.00	$ -	$ -	$ -	=	$9,640	$ -	$482	$ 10,122.00
4.2 Prepare Defect Log		2	20	8	0		8	=	38			
	$ -	$ 260.00	$ 2,320.00	$ 720.00	$ -	$ -	$ 400.00	=	$3,700	$ -	$185	$ 3,885.00
4.3 Preliminary Condition Assesment		4	20	24	0		8	=	56			
	$ -	$ 520.00	$ 2,320.00	$ 2,160.00	$ -	$ -	$ 400.00	=	$5,400	$ -	$270	$ 5,670.00
4.4 Review Meetings		8	8	8	8			=	32			
	$ -	$ 1,040.00	$ 928.00	$ 720.00	$ 624.00	$ -	$ -	=	$3,312	$ -	$166	$ 3,477.60
4.0 Review Video Inspection Tapes												
Total Hours	0	18	108	64	8	0	16	=	214			
Total Cost	$0	$2,340	$12,528	$5,760	$624	$0	$800	=	$22,052	$ -	$ 1,103	$ 23,155
%FTE	0%	0%	3%	2%	0%	0%	0%					

City of Las Vegas
Unlined RCP Sewer Evaluation and Rehabilitation Program
EXHIBIT C: MANHOUR ESTIMATES
EXHIBIT D: COST DERIVATION AND HOURLY FEE SCHEDULE
TASK 5.0 - REPORTS

	Project Principal	Project Manager	Assessment Engineer	Project Engineer	Staff Engineer	CADD	Admin		Subtotals hrs / $	Subs	ODCs	Totals
5.1 Identify Rehabilitation Ratings	1	2	8	16	16	0	0	=	43			
	$ 165.00	$ 260.00	$ 928.00	$ 1,440.00	$ 1,248.00	$ -	$ -	=	$4,041	$0	$202	$4,243
5.2 Rehabilitation/Replacement Alternatives	1	2	4	16	16			=	39			
	$ 165.00	$ 260.00	$ 464.00	$ 1,440.00	$ 1,248.00	$ -	$ -	=	$3,577	$0	$179	$3,756
5.3 Flow andCapacity Requirements	0	2	4	16	16	0	0	=	38			
	$ -	$ 260.00	$ 464.00	$ 1,440.00	$ 1,248.00	$ -	$ -	=	$3,412	0	$171	$3,583
5.4 Constructability Evaluation	0	4	8	16	16			=	44			
	$ -	$ 520.00	$ 928.00	$ 1,440.00	$ 1,248.00	$ -	$ -	=	$4,136	0	$207	$4,343
5.5 Cost Estimates		4	0	8	60			=	72			
	$ -	$ 520.00	$ -	$ 720.00	$ 4,680.00	$ -	$ -	=	$5,920	0	$296	$6,216
5.6 Recommned Alternatives	0	4	8	16	16			=	44			
	$ -	$ 520.00	$ 928.00	$ 1,440.00	$ 1,248.00	$ -	$ -	=	$4,136	0	$207	$4,343
5.7 Identify Rehabilitation Plan	0	8	8	16	16			=	48			
	$ -	$ 1,040.00	$ 928.00	$ 1,440.00	$ 1,248.00	$ -	$ -	=	$4,656	0	$233	$4,889
5.8 Draft Report	2	16	8	32	32	40	40	=	170			
	$ 330.00	$ 2,080.00	$ 928.00	$ 2,880.00	$ 2,496.00	$ 2,600.00	$ 2,000.00	=	$13,314	$0	$666	$13,980
5.9 Review Meeting	0	8	8	8	0			=	24			
	$ -	$ 1,040.00	$ 928.00	$ 720.00	$ -	$ -	$ -	=	$2,688	0	$134	$2,822
5.10 Final Report	2	8	4	24	24	32		=	94			
	$ 330.00	$ 1,040.00	$ 464.00	$ 2,160.00	$ 1,872.00	$ 2,080.00	$ -	=	$7,946	0	$397	$8,343

5.0 Final Condition Evaluation and Assessment Report									
Total Hours	6	58	60	168	212	72	40	=	616
Total Cost	$990	$7,540	$6,960	$15,120	$16,536	$4,680	$2,000	=	$53,826
%FTE	0%	1%	1%	4%	5%	2%	1%		

City of Las Vegas
Unlined RCP Sewer Evaluation and Rehabilitation Program
EXHIBIT D: HOURLY FEE SCHEDULE

	Project Principal	Project Manager	Assessment Engineer	Project Engineer	Staff Engineer	CADD	Admin
Base Rate	**$ 53.18**	**$ 41.90**	**$ 37.39**	**$ 29.01**	**$ 25.14**	**$ 20.95**	**$ 16.12**
Loaded Rate	$ 165.00	$ 130.00	$ 116.00	$ 90.00	$ 78.00	$ 65.00	$ 50.00

Summary of Overhead Rates and Profit:	**Factor**
Labor Overburden Multiplier:	2.77
Profit	12%

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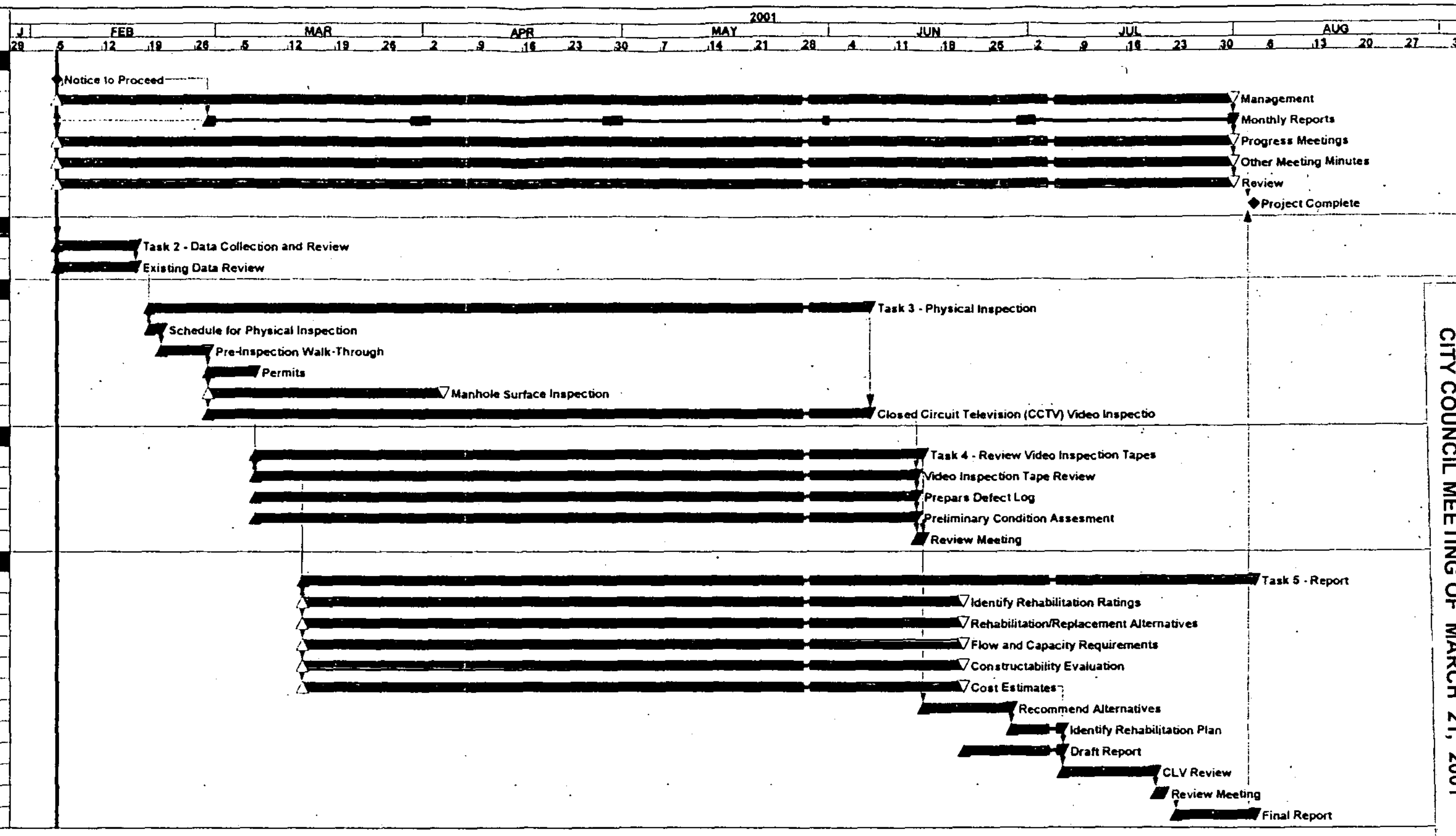
EXHIBIT E _ PRELIMINARY SCHEDULE

Activity ID	Activity Description	Orig Dur	Early Start	Early Finish
[illegible]				
SERP 1.00	Notice to Proceed	0	05FEB01	
SERP 1.10	Management	125*	05FEB01	31JUL01
SERP 1.20	Monthly Reports	6	28FEB01	31JUL01
SERP 1.30	Progress Meetings	125	05FEB01	31JUL01
SERP 1.40	Other Meeting Minutes	125	05FEB01	31JUL01
SERP 1.50	Review	125	05FEB01	31JUL01
SERP 1.60	Project Complete	0		03AUG01
[illegible]				
SERP 2.00	Task 2 - Data Collection and Review	10*	05FEB01	16FEB01
SERP 2.10	Existing Data Review	10	05FEB01	16FEB01
[illegible]				
SERP 3.00	Task 3 - Physical Inspection	77*	19FEB01	06JUN01
SERP 3.10	Schedule for Physical Inspection	2	19FEB01	20FEB01
SERP 3.20	Pre-Inspection Walk-Through	5	21FEB01	27FEB01
SERP 3.30	Permits	5	28FEB01	06MAR01
SERP 3.40	Manhole Surface Inspection	25	28FEB01	03APR01
SERP 3.50	Closed Circuit Television (CCTV)	70	28FEB01	06JUN01
[illegible]				
SERP 4.00	Task 4 - Review Video Inspection	71*	07MAR01	14JUN01
SERP 4.10	Video Inspection Tape Review	70	07MAR01	13JUN01
SERP 4.20	Prepare Defect Log	70	07MAR01	13JUN01
SERP 4.30	Preliminary Condition Assesment	70	07MAR01	13JUN01
SERP 4.40	Review Meeting	1	14JUN01	14JUN01
[illegible]				
SERP 5.000	Task 5 - Report	101*	14MAR01	03AUG01
SERP 5.010	Identify Rehabilitation Ratings	70	14MAR01	20JUN01
SERP 5.020	Rehabilitation/Replacement	70	14MAR01	20JUN01
SERP 5.030	Flow and Capacity Requirements	70	14MAR01	20JUN01
SERP 5.040	Constructability Evaluation	70	14MAR01	20JUN01
SERP 5.050	Cost Estimates	70	14MAR01	20JUN01
SERP 5.060	Recommend Alternatives	9	15JUN01	27JUN01
SERP 5.070	Identify Rehabilitation Plan	5	28JUN01	05JUL01
SERP 5.080	Draft Report	10	21JUN01	05JUL01
SERP 5.081	CLV Review	10	06JUL01	19JUL01
SERP 5.090	Review Meeting	1	20JUL01	20JUL01
SERP 5.100	Final Report	10	23JUL01	03AUG01



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Start Date	05FEB01
Finish Date	03AUG01
Data Date	05FEB01
Run Date	09JAN01 13:33

Early Bar
Progress Bar
Critical Activity

LVSE

Sheet 1 of 1

Black & Veatch

CLV Sewer Evaluation/Rehabilitation

By Task

Date	Revision	Checked	Approv

EXHIBIT F - INVOICE FORMAT
UNLINED RCP EVALUATION AND REHABILITATION PROGRAM

TO: **CITY OF LAS VEGAS**
400 East Stewart Avenue
Las Vegas, Nevada 89101

FROM: **BLACK & VEATCH CORP.**
4040 S. Eastern Ave., Suite 330
Las Vegas, Nevada 89119

Project Name: Unlined RCP Evaluation & Rehabilitation Program
Attention: Marvin D. Stine, P.E.

Invoice #: ______
JOB #: ______ **Date:** ______

Item	Proj. Principal ($165/hr)			Proj. Manager ($130/hr)			Assess. Engineer ($116/hr)*			Proj. Engineer ($90hr)			Staff. Engineer ($78hr)			CADD Tech. ($65hr)			Admin ($50/hr)			Totals	
Contract Task #	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Costs this Period
1.0	0			0			0			0			0			0			0			0	$ -
2.0	0			0			0			0			0			0			0			0	$ -
3.0	0			0			0			0			0			0			0			0	$ -
4.0	0			0			0			0			0			0			0			0	$ -
5.0	0			0			0			0			0			0			0			0	$ -
6.X	0			0			0			0			0			0			0			0	$ -
6.X	0			0			0			0			0			0			0			0	$ -
Subtotal	0			0			0			0			0			0			0			0	$ -
Subtotal ($)	0			0			0			0			0			0			0			0	$ -
Hourly Rate=	$ 165.00			$ 130.00			$ 116.00			$ 90.00			$ 78.00			$ 65.00			$ 50.00				

Expenses:
Cadd Computer
Direct
Subtotal

SubConsultants:
CATV (MGD)
B & C
Other
Subtotal

Subtotal All Services
<5% Retention>
TOTAL AMOUNT DUE THIS INVOICE

Total Billed to Date
Total Amount of Contract (Not to Exceed)
Total Amount Remaining in Contract

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. **Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	**Contracting Entity**
Name	Black & Veatch Corporation
Address	4040 S. Eastern Avenue, Suite 330 Las Vegas, NV 89119
Telephone	(702) 732-0448
EIN or DUNS	43-1603954

Block 2	**Description**
Subject Matter of Contract/Agreement:	Professional engineering services for condition assessment of unlined concrete sewer pipe.
RFP #:	None

Block 3	**Type of Business**		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Paul James Adam	8400 Ward Parkway Kansas City, MO 64114	(913) 458-2000
2.	Patrick G. Davidson	11401 Lamar Overland Park, KS 66211	(913) 458-2000
3.	Donald R. Eidemiller	11401 Lamar Overland Park, KS 66211	(913) 458-2000
4.	Michael H. Foote	6601 College Blvd. Overland Park, KS 66211	(913) 458-2000
5.	Gary Y. Gunn	11401 Lamar Overland Park, KS 66211	(913) 458-2000
6.	Wayne F. Hall	11401 Lamar Overland Park, KS 66211	(913) 458-2000
7.	James W. Hipps	8400 Ward Parkway Kansas City, MO 64114	(913) 458-2000
8.	Charles E. Lemons	11401 Lamar Overland Park, KS 66211	(913) 458-2000
9.	David R. Mahaffey	2111 E. Highland Ave. Phoenix, AZ 85016	(602) 381-4406
10.	Ron J. Ott	11401 Lamar Overland Park, KS 66211	(913) 458-2000

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ____________________

Date of Attached Document: ____________ Number of Pages: ________

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

NOTARY PUBLIC
County of Clark-State of Nevada
A. WILLIAMS
No. 99-43965-1
My Appointment Expires Nov. 1, 2002

Dana V. Reel
Dana V. Reel, Vice President

1-29-01
Date

Subscribed and sworn to before me this 29 day of January, 2001.

A Williams
Notary Public

DISCLOSURE OF PRINCIPALS – CONTINUATION

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James L. Patton	**11401 Lamar Overland Park, KS 66211**	(913) 458-2000
12.	M. John Robinson	**11401 Lamar Overland Park, KS 66211**	(913) 458-2000
13.	Leonard C. Rodman	**11401 Lamar Overland Park, KS 66211**	(913) 458-2000
14.	Douglas G. Smith	**632-652 London Road Isleworth, Middle TW7 4EZ Surrey, UK**	44-181-560-5199
15.	Hal E. Smith	**11401 Lamar Overland Park, KS 66211**	(913) 458-2000
16.	John R. Stukenburg	**8400 Ward Parkway Kansas City, MO 64114**	(913) 458-2000
17.	Ronald R. Wood	**11401 Lamar Overland Park, KS 66211**	(913) 458-2000

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Professional Services Agreement with Kimley-Horn & Associates, Inc. for the design of traffic signal interconnect on Sahara Avenue from Rainbow Boulevard to Fort Apache Road and on Fort Apache Road from Desert Inn Road to Charleston Boulevard ($150,000 - Regional Transportation Commission Prior Year Traffic Capacity Safety Improvement Funds) - Wards 1 and 2 (M. McDonald and L. B. McDonald)

Fiscal Impact

[ ] **No Impact**
[X] **Budget Funds Available**
[ ] **Augmentation Required**

Amount: $150,000
Dept./Division: PW/City Engineer
Funding Source: RTC Prior Year Traffic Capacity Safety Improvement Funds

PURPOSE/BACKGROUND:
A Professional Services Agreement with Kimley-Horn & Associates, Inc. has been prepared for the design of traffic signal interconnect fiber optic cable and conduit on Sahara Avenue between Rainbow Boulevard to Fort Apache Road and on Fort Apache Road from Desert Inn Road to Charleston Boulevard. The purpose of this item is to approve the Professional Services Agreement with Kimley-Horn for the subject project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Professional Services Agreement

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

City of Las Vegas

Agenda Item No. 43

CITY COUNCIL MEETING OF MARCH 21, 2001
Public Works
Item 43 – Professional Services Agreement – Kimley-Horn & Associates, Inc.

MINUTES:
There was no related discussion

(9:16 – 9:19)
1-338

ENGINEERING DESIGN SERVICES AGREEMENT FOR TRAFFIC CAPACITY IMPROVEMENT, YEAR 12; TRAFFIC SIGNAL INTERCONNECT - SAHARA AND FORT APACHE

THIS AGREEMENT is made and entered into this 21st day of March, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), Kimley-Horn and Associates, Inc., a corporation (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Traffic Capacity Improvement, Year 12, Traffic Signal Interconnect on Sahara and Fort Apache (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** The Consultant hereby agrees to provide the basic services and the additional services, if so requested set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted within the engineering profession.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Consultant's Representative.*** The Consultant's Representative is hereby designated as Randall Durrenberger, P.E., who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings and specifications furnished by the Consultant within twenty-one (21) days of receipt of such documents.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The Director of Public Works or his authorized representative may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the changes requested by the City cause an increase in the cost or time required for the Consultant to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. If final payment is made to the Consultant, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Sections 7.04, 7.05 and 7.07 of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

A. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien.

B. The subconsultant shall have no more rights against the City than that of the Consultant.

C. The subconsultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing.

D. Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in Subsection C of Section 10.05 of this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***General.*** At the time of approval of this Agreement by the City Council, the City agrees to set aside $150,000.00 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

7.02 ***Compensation: Basic Services.*** For the services set forth in Exhibit "A," the City shall pay to the Consultant the not to exceed sum of $88,943.00 which sum represents compensation for the labor, subcontractors and direct (non-labor) costs estimated in Exhibit "D" attached hereto. The amount of the aforementioned costs to be paid to the Consultant shall be based on the amount actually incurred by the Consultant. The fee to be paid to the Consultant shall be apportioned is also set forth in Exhibit "D" and is apportioned according to the completion of the deliverables identified in Exhibit "A."

7.03 ***Compensation: Additional Services.*** For the additional services set forth in Exhibit "B," the City shall pay to the Consultant a lump sum, or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed $61,057.00 without the prior written approval of the City.

7.04 ***Invoice.*** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within thirty (30) days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the thirty (30) day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 ***Retention.*** Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

7.06 ***Right of Set-Off.*** The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the act or omission, negligent or otherwise, of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 ***Release of Retention.*** Upon completion by the Consultant of the basic services required under this Agreement, acceptance of such services by the City (which acceptance will not be unreasonably withheld), and issuance of the Notice to Proceed for construction of the Project, the Consultant will, within forty-five (45) days, be paid the balance of any money due for such services, including the retained percentages.

7.08 ***Final Payment.*** Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time which may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide twenty-one (21) days for each document which is to be reviewed by the City.

8.02 ***Revised Performance Schedule.*** If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

8.03 ***Increase in Retention.*** If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retention up to 10 percent (10%) from the monthly payments under Section 7.05 of this Agreement until such time as the Consultant has complied with the General and Detailed Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 ***Termination for Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

A. If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing;

C. If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any balance due the Consultant the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement of the Consultant shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 ***Ownership of Documents.*** Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Workmen's Compensation or Industrial Insurance Protection.*** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance Protection.*** Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance (Errors and Omissions Coverage) Protection.*** Protect the Consultant from claims arising out of performance of professional services caused by a negligent act or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

D. ***Cancellation or Modification of Coverage.*** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. ***Certificates and Endorsements.*** 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. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants:

A. That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

B. That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

C. That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement, beyond December 31, 1999.

D. Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Kimley-Horn and Associates, Inc. warrants that it has disclosed, on the form attached as Exhibit "G" hereto, all principals, including partners, of Kimley-Horn and Associates, Inc., as well as all persons and entities holding more than a 1% interest in Kimley-Horn and Associates, or any principal of Kimley-Horn and Associates, Inc.. If Kimley-Horn and Associates, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attaches current copies of such federal disclosures to exhibit "G", the requirement of this Section shall be satisfied. Throughout the term hereof, Kimley-Horn and Associates, Inc., shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed 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:

TO CITY:	Marvin D. Stine, P.E. Project Manager City of Las Vegas Department of Public Works 400 East Stewart Avenue Las Vegas, Nevada 89101 Voice: (702) 229-6730 Fax: (702) 382-3232
TO CONSULTANT:	Randal Durrenberger, P.E. Project Manager Kimley-Horn and Associates, Inc. 1050 East Flamingo Road, Ste. S210 Las Vegas, Nevada 89119 Voice: (702) 734-5666 Fax: (702) 735-4949

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Dispute Resolution.***

A. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada

C. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association, the American Arbitration Association, or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection C and D of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in the arbitration.

D. In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

E. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

F. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the then existing mediation rules of the Nevada Arbitration Association, the American Arbitration Association, or as otherwise agreed to by the parties. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 ***Agreements Version.*** This Agreement utilizes the City's standard form updated as of September 8, 2000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

______________________ 12-7-00
Thomas R. Green Date
Deputy City Attorney

KIMLEY-HORN & ASSOCIATES, INC.

By: ______________________
BEN R. SPRAGUE, P.E.

Its: Associate

EXHIBITS

Exhibit "A"	**Scope of Services**	**(Sections 1.01, 7.02, 8.01)**
Exhibit "B"	**Additional Services**	**(Sections 1.01, 4.01, 7.03)**
Exhibit "C"	**Manhour Estimates**	**(Section 7.02)**
Exhibit "D"	**Cost Derivative and Hourly Fee Schedule**	**(Sections 7.02, 7.03)**
Exhibit "E"	**General Performance Schedule**	**(Section 8.01)**
Exhibit "E-1"	**Detailed Performance Schedule**	**(Section 8.01)**
Exhibit "F"	**Invoice Format**	**(Section 7.04)**
Exhibit "G"	**Disclosure of Principals**	**(Section 10.09D)**

EXHIBIT A

SCOPE OF SERVICES
SAHARA AVENUE AND FORT APACHE ROAD SIGNAL INTERCONNECT

PROJECT UNDERSTANDING

This project is a signal interconnect design for three corridors within the City of Las Vegas. One corridor will be on Sahara Avenue from Rainbow Boulevard to Fort Apache Road; the second corridor will be on Fort Apache Road from Charleston Boulevard to Sahara Avenue; and the final corridor will be on Fort Apache Road from Sahara Avenue to Desert Inn Road. The Sahara Avenue corridor will be designed as the communication backbone. Fort Apache Road will be designed as a communication distribution circuit. The design will consist of the following:

- Evaluate integrity of existing conduit and pull box infrastructure along Sahara Avenue from Rainbow Boulevard to Durango Drive to be utilized on this project.
- Design alignment of conduit along all project corridors based on City recommendations and potential alignment conflicts.
- Identify fiber count based on City recommendations and possibly the Communication Master Plan recommendations.
- Design hardware at end connections and provide for future upgrades.
- Prepare specifications that may be incorporated into RTC standards.

From information provided by the City of Las Vegas, additional right-of-way acquisition is not anticipated and not included in this scope of services.

SCOPE OF WORK

TASK 1 – Project Meetings

Regular project meetings will be scheduled during the design between Kimley-Horn and the City of Las Vegas. Meetings every other week should be adequate to convey design status and discuss design issues. Kimley-Horn will prepare minutes for all project meetings.

After each submittal, Kimley-Horn will conduct a Comment Resolution Meeting to review the design package with the City as well as to discuss and resolve all City comments. Kimley-Horn expects that 3 Comment Resolution Meetings will be necessary for this project. Kimley-Horn will also prepare an overall Comment Resolution Form to document all City of Las Vegas review comments and document all comment resolution.

This task also covers the effort required to prepare invoices including any required back up information.

TASK 2 – Base Mapping

Kimley-Horn will develop base mapping to depict the conduit alignment and cable design. Base plans will be prepared in AutoCAD Release 14 in English Units at a scale of 1"=40' with blow up details shown at 1"=20' as needed. Two segments of roadway will be shown on each sheet. The City of Las Vegas will review archives to determine if any electronic information is available to reduce the effort in creating base maps. Hard copy information will be gathered by Kimley-Horn.

Information shown on the base mapping will include back of curb (or right-of-way line), sidewalk, existing signal infrastructure, existing signal cabinets, existing utilities and any other known physical features which may conflict with the interconnect infrastructure.

No topographic information will be required to complete this design.

TASK 3 – Field Survey and Data Collection

The City of Las Vegas has indicated that there is a segment of existing conduit on Sahara Avenue from Rainbow Boulevard to Durango Road that could be used for interconnect infrastructure. This existing infrastructure is in the median and has No. 5 pull boxes along the alignment. Kimley-Horn will review the record drawings and field condition of the existing conduit and pull boxes to determine if they can be utilized for the new interconnect. Field review of existing conduit infrastructure will be done using the existing cables within the conduit to check for continuity. Additional design effort as a result of unusable existing conduit is not included in this scope of services.

As part of the field review, Kimley-Horn will be evaluating the contents and condition of each pull box found along Sahara Avenue. Some of the pull boxes may need to be modified or replaced. Since fiber optic cable will be installed in the conduit, it is very likely that some of the pull boxes can be removed entirely, leaving only strategic access points where necessary. This determination will be part of Kimley-Horn's design.

The City of Las Vegas will make available any geotechnical reports from previous projects within the project limits. Additional geotechnical studies will not be required as part of this project, but a list of all available geotechnical reports will be summarized in the Special Provisions.

TASK 4 – Utility Coordination

Once the base mapping is complete, Kimley-Horn will submit a copy of the plans and a utility conflict form to each utility company within the project limits. We will request that they identify the alignment and depth of all existing utilities within our project limits. The utility conflict form will document that each utility company reviewed their as-built information and has identified whether they perceive any utility conflicts. The information we receive will be shown on the final design drawings for reference during construction. To receive final approval from the utility companies that the potential conflicts have been addressed, Kimley-Horn will obtain signatures on the title sheet from each utility company

Because of the relative flexibility of the interconnect conduit alignment, we do not anticipate any utility relocation.

Kimley-Horn will have a subconsultant conduct potholing samples based on the information provided by the utility companies. At this point, the Cost Derivation in Exhibit D assumes 20 pothole locations.

TASK 5 – Preliminary Design (50% Submittal)

Kimley-Horn will prepare plans, specifications, and estimate of probable cost for the interconnect design along the three project limits and submit 50% design packages. The 50% design will include the following:

- Base mapping
- Conduit alignment (existing and proposed)
- Conduit contents – fiber optic cable size
- Pull box locations and modifications
- Communication Schematics – one line diagram, cabinet schematic, fiber splice detail
- Construction Details – No. 7 pull box, No. 9 pull box, trench detail, conduit around obstruction, cabinet detail

Design will take place on all three corridors simultaneously but each corridor will be assembled as a separate package. This will allow the City to combine the projects or easily separate them, depending on the estimate of probable cost with respect to the City's construction budget.

The 50% Submittal will also include a draft of the Special Provisions prepared in conformance with the City of Las Vegas format. The Special Provisions will identify all expected bid items and all new specifications that are not covered in the Clark County Standards. These technical specifications may be adopted by the City as a standard following this project.

An estimate of probable cost will also be submitted identifying all necessary bid items and expected quantities for each item.

Conduit alignment shown on the plans will be an approximate alignment and could be slightly modified during construction. There will not be a station or offset associated with the conduit alignment.

Conduit and trench design assumptions associated with depth of trench, location with respect to curb and gutter, and different conduit installation methods will be based on discussions between the City of Las Vegas and Kimley-Horn. This information will be documented and incorporated into the design.

Kimley-Horn will submit 10 copies of signed and sealed half size plans and specifications and one copy of the construction estimate to the City for review. The City will route the plans, specifications, and estimate of probable construction cost to other City Departments and RTC as appropriate.

Following a City review period, Kimley-Horn will conduct a Comment Resolution Meeting to discuss and resolve comments and design issues.

In the 50% submittal, Kimley-Horn tentatively envisions the following sheets in the complete plan set:

- Title Sheet – 1 sheet
- General Notes – 1 sheet
- Summary of Quantities – 1 sheet
- Communication Schematics – 1 sheet
- Construction Details – 4 sheets
- Plan sheets – (16 sheets)
- Special Provisions at 50%
- 50% Estimate of Probable Cost with bid alternates

The Special Provisions and Estimate of Probable Cost will be submitted under one cover as a single project.

TASK 6 – Pre-Final Design (95% Submittal)

Based on comment resolution from the 50% Comment Resolution Meeting, Kimley-Horn will continue the design to meet the 95% Submittal milestone. The 95% submittal will be a complete design and will include the following:

- Confirmed conduit alignment
- Existing utility locations
- Final conduit contents
- Required modifications of existing infrastructure
- Final communication schematics
- Final construction details
- Begin NDOT Encroachment Permit application process for Rainbow Boulevard and Charleston Boulevard

The Special Provisions will be completed to a pre-final stage and submitted with the plans. This document will include specifications for all work not covered by Clark County Area Standards. The Special Provisions will be completely developed with the exception of minor details at the 95% submittal.

A detailed estimate of probable cost will be prepared for the 95% submittal. The estimate will conform to the City's format and will detail the bid items, quantities, and unit prices for each item on the project.

In the 95% submittal, Kimley-Horn tentatively envisions the following sheets in the complete plan set:

- Title Sheet – 1 sheet
- General Notes – 1 sheet
- Summary of Quantities – 1 sheet
- Communication Schematics – 5 sheets
- Construction Details – 8 sheets
- Plan sheets – (16 sheets)
- 95% Special Provisions
- 95% Estimate of Probable Cost

Kimley-Horn will submit 10 copies of signed and sealed half size plans and specifications and one copy of the construction estimate to the City for review. The City will route the plans, specifications, and estimate of probable construction cost to other City Departments and RTC as appropriate.

Following a City review period, Kimley-Horn will conduct a second Comment Resolution Meeting to discuss and resolve comments and design issues.

TASK 7 – Final Design (100% Submittal)

Based on final comment resolution from the second Comment Resolution Meeting, Kimley-Horn will address the remaining comments and resolve any outstanding issues to complete the final design package including plans, specifications, and estimate.

In the 100% submittal, Kimley-Horn tentatively envisions the following sheets in the complete plan set:

- Title Sheet – 1 sheet
- General Notes – 1 sheet
- Summary of Quantities – 1 sheet
- Communication Schematics – 5 sheets
- Construction Details – 8 sheets
- Plan sheets – (16 sheets)
- 100% Special Provisions
- 100% Estimate of Probable Cost

Kimley-Horn will submit one original full size plan set (signed and sealed) on mylar. An electronic copy will also be submitted in AutoCAD Release 14.

One hard copy of signed and sealed Special Provisions will be submitted as well as an electronic version in Microsoft Word. The City of Las Vegas will insert typical boilerplate language to the Special Provisions submitted by Kimley-Horn. One hard copy of the Engineer's Estimate will be submitted along with an electronic version in Microsoft Excel.

All electronic copies will be submitted on a single CD-ROM.

TASK 8 –Bidding Phase

Kimley-Horn will provide additional services during the bidding process. Kimley-Horn anticipates attending a prebid meeting to address any bidder questions related to the advertisement. Kimley-Horn will assist in the preparation of one formal addendum addressing all reasonable prebid questions.

TASK 9 – Additional Services

Additional Services of the Engineer represents items of work that may or may not be required by the City, and may consist of those specific tasks as identified in Exhibit B and includes any other additional miscellaneous engineering services as requested in writing by the City.

In the Construction Support Services Phase, Kimley-Horn will provide construction support services to the City of Las Vegas once the Notice to Proceed has been given to a Contractor. Kimley-Horn will attend a preconstruction meeting to kick-off construction of the project. The construction phase task could also include review of submittals, respond to Contractor RFI's, prepare memorandums regarding design issues, interpretation of Special Provisions, field review, or observe testing and other installations. Following completion of construction, Kimley-Horn will also participate in a final construction walkthrough. Services during construction will be provided as requested in writing by the City of Las Vegas.

PROPOSED PROJECT SCHEDULE

Kimley-Horn is prepared to begin working on this project immediately upon receipt of Notice to Proceed. Based on an assumed Notice to Proceed date of December 6, 2000, we anticipate the following tentative project milestones (see Exhibit E):

❑ Submit base plans to utility companies	January 15, 2000
❑ Complete 50% Design Submittals	March 19, 2001
❑ Complete 95% Design Submittals	May 14, 2001
❑ Complete 100% Design Submittals	June 25, 2001

This schedule anticipates three design reviews by the City. The 50 % review period allows 21 days for City review, and the other two review periods allow 14 days for City review. After receipt of Notice to Proceed, Kimley-Horn will provide a detailed project schedule that will be based on the actual Notice to Proceed date.

INFORMATION PROVIDED BY CLIENT

The following information shall be made available by the City of Las Vegas:

- Record drawings of the existing street alignment for the entire project limits.
- Record drawings of the existing conduit and pull box infrastructure on Sahara Avenue from Rainbow Boulevard to Durango Road.
- Electronic files of the existing street alignment and existing infrastructure, if available.
- Electronic files of background aerial maps, if required.
- Printing of final Contract Documents for bidding purposes.

EXHIBIT B

ADDITIONAL SERVICES OF THE ENGINEER
SAHARA AVENUE AND FORT APACHE ROAD SIGNAL INTERCONNECT

ADDITIONAL SERVICES

The Consultant shall provide the following services in accordance with the rate schedule(s) shown in Exhibit D, when requested in writing by the City of Las Vegas:

- Additional potholing – assume 10 additional potholes at $500 each.
- Signal modifications – assume $5,000 depending on intersection complexity
- Construction support services
- Assemble plans into 3 individual packages – assume 24 hours
- Provide electronic Record Drawings following completion of construction – assume 32 hours
- Post construction troubleshooting – assume 40 hours during construction and up to 12 months after notice of final acceptance
- Develop a generic fiber optic interconnect special provision specification in City of Las Vegas format for future use on similar projects – assume 12 hours
- Provide other engineering services as requested by the City of Las Vegas – assume $5,000

EXHIBIT C
MANPOWER TASK BREAKDOWN
TRAFFIC SIGNAL INTERCONNECT - SAHARA AVENUE/FT. APACHE ROAD
ENGINEERING DESIGN SERVICES

Task	Task Description	Proj. Mgr. (Hrs)	Sr. Engineer (Hrs)	Engineer (Hrs)	CAD Tech (Ea)	Admin (Hrs)	Totals (Hrs)
100	**PROJECT MEETINGS**						
	Project Progress Meetings (8 meetings)	16	8	8			32
	Prepare Meeting Minutes (8 meetings)	4		12			16
	Comment Resolution Meeting (3 meetings @ 2 hrs each)	6		6			12
	Prepare Monthly Invoices	2				6	8
	Comment Resolution Forms (3 meetings)	6		12			18
							86
200	**BASE MAPPING**						
	Evaluate existing electronic files			4	8		12
	Obtain hard copy information of project limits			6			6
	Prepare base plans at 1"=40' (16 sheets)		4	8	40		52
							70
300	**FIELD SURVEY AND DATA COLLECTION**						
	Review as-builts of existing conduit infrastructure			4			4
	Field review to evaluate existing conduit and pull box infrastructure	2	12	12			26
	Determine which existing pull boxes could be eliminated		2	4			6
	Review and summarize existing geotech reports			6			6
							42
400	**UTILITY COORDINATION**						
	Prepare and submit plans to Utility Companies			1		2	3
	Review utility information and address potential conflicts		2	6			8
	Reflect utility information on base plans	4		8	16		28
	Identify locations for potholing		2	4			6
	Coordinate potholing at 20 potential utility conflict points		4				4
	Obtain signatures for cover sheet			8			8
							49
500	**PRELIMINARY DESIGN (50% SUBMITTAL)**						
	Identify preliminary conduit alignment on plans	4	4	12	24		44
	Field review preliminary conduit and pull box alignment		6	6			12
	Identify fiber contents and splice points		4	4			8
	Collect cabinet information for splicing into cabinet		4	4			8
	Field review cabinets for fiber equipment design		4	4			8
	Provide additional detail on plan sheets		4	16	20		40
	Develop Title Sheet, General Notes, and Summary of Quantities sheets			4	4		8
	Develop communication schematics	4	8		8		20
	Develop construction details (including cabinet details)	4	8	8	16		36
	Draft Special Provisions	14	20			4	38
	Draft Quantity Estimate	2	4	4		2	12
	Develop Estimate of Probable Cost	2	2	4		2	10
	Internal QA/QC Review	6	8				14
	Address internal comments and assemble package for submittal	2	4	4	10		20
							278

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EXHIBIT C
MANPOWER TASK BREAKDOWN
TRAFFIC SIGNAL INTERCONNECT - SAHARA AVENUE/FT. APACHE ROAD
ENGINEERING DESIGN SERVICES

Task	Task Description	Proj. Mgr. (Hrs)	Sr. Engineer (Hrs)	Engineer (Hrs)	CAD Tech (Ea)	Admin (Hrs)	Totals (Hrs)
600	**PRE-FINAL DESIGN (95% SUBMITTAL)**						
	Address comments from City of Las Vegas review	2	4	8	12		26
	Finalize proposed conduit alignment and other plan sheet details	2	4	8	8		22
	Finalize all existing utilities on plans		2	2	8		12
	Finalize all conduit contents and splice locations			4	4		8
	Develop and finalize all communication schematics	2	8		16		26
	Develop additional construction details and update existing details		4	8	12		24
	Finalize General Notes Sheet			2	1		3
	Reflect all changes/modifications required in existing infrastructure		4	4	4		12
	Begin application for NDOT encroachment permit	2		4			6
	Further Develop Special Provisions	8	16	8		4	36
	Update Quantity Estimate		2	2		1	5
	Update Estimate of Probable Cost	1	2	2		2	7
	Internal QA/QC Review	2	4				6
	Address internal comments and assemble package for submittal	2	4	6	10		22
	Conduct Constructibility Review during City of Las Vegas Review	4	4				8
							223
700	**FINAL DESIGN (100% SUBMITTAL)**						
	Address comments from City of Las Vegas review	2	4	4	4		14
	Finalize all plan sheets		2	4	16		22
	Finalize Special Provisions	8	8			0	16
	Finalize Estimate of Probable Cost	1	1	2		1	5
	Final internal QA/QC review	4	4				8
							65
800	**BIDDING PHASE**						
	Attend Pre-Bid Meeting	2	2				4
	Address questions and prepare one addendum	4	4	2			10
							14
900	**ADDITIONAL SERVICES**						
	Additional potholing (10 sites @ $500 ea)			4			4
	Signal Modifications						0
	Construction Support Services	58	78				136
	Assemble plans into 3 individual bid packages	2	2	6	8		18
	Develop Record Drawings following completion of construction	16			32		48
	Post Construction - troubleshooting		40				40
	Develop Standard CLV Interconect Special Provision Specification	4	8				12
	Additional engineering services						0
							258
	Totals	204	325	259	281	24	1085

EXHIBIT D
COST DERIVATION
TRAFFIC SIGNAL INTERCONNECT - SAHARA AVENUE/FT. APACHE ROAD
ENGINEERING DESIGN SERVICES

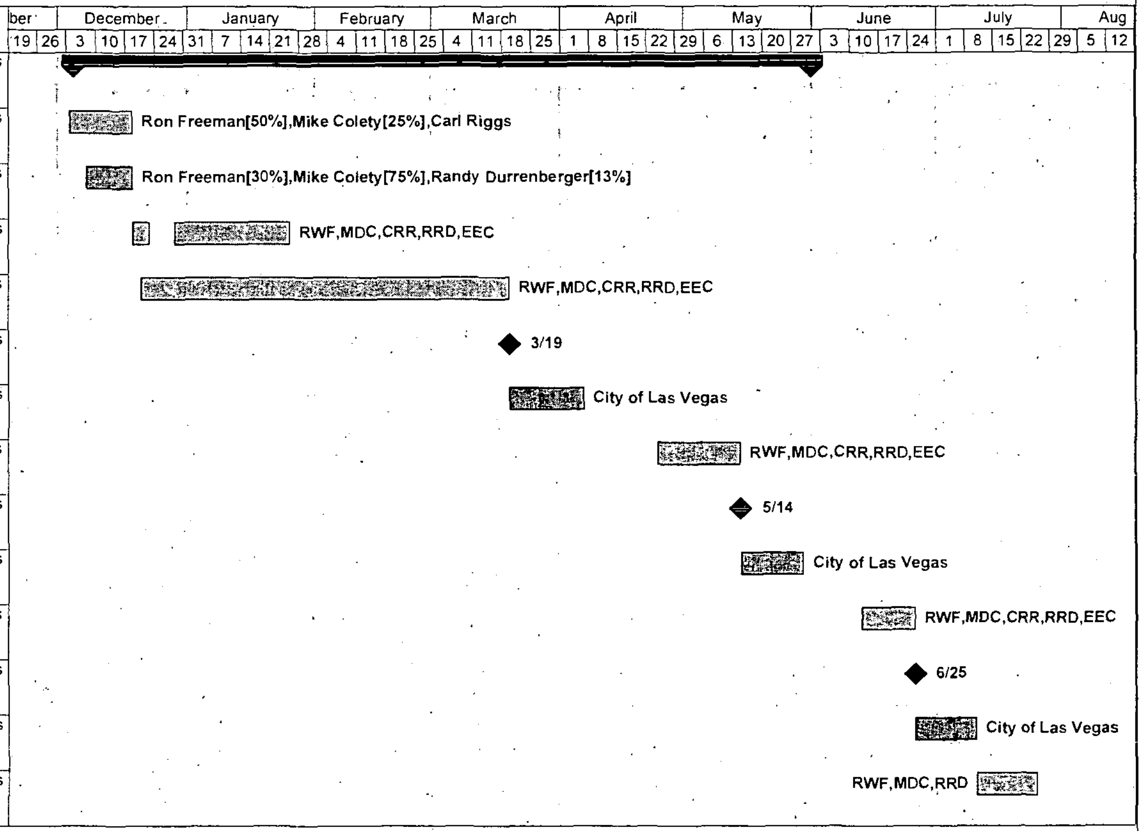
Task	Task Description Loaded* Rate =	Project Manager $ 130/hr	Sr. Engineer $ 115/hr	Engineer $ 88/hr	CAD Tech. $ 68/hr	Admin. $ 57/hr	Subconsultant Fee (Cost plus 5%)	Additional Fee Estimate	Totals
100	PROJECT MEETINGS	$ 4,420.00	$ 920.00	$ 3,344.00	$ -	$ 342.00	$ -	$ -	$ 9,026.00
200	BASE MAPPING	$ -	$ 460.00	$ 1,584.00	$ 3,264.00	$ -	$ -	$ -	$ 5,308.00
300	FIELD SURVEY AND DATA COLLECTION	$ 260.00	$ 1,610.00	$ 2,288.00	$ -	$ -	$ -	$ -	$ 4,158.00
400	UTILITY COORDINATION	$ 520.00	$ 920.00	$ 2,376.00	$ 1,088.00	$ 114.00	$ 10,500.00	$ -	$ 15,518.00
500	PRELIMINARY DESIGN (50% SUBMITTAL)	$ 4,940.00	$ 9,200.00	$ 6,160.00	$ 5,576.00	$ 456.00	$ -	$ -	$ 26,332.00
600	PRE-FINAL DESIGN (95% SUBMITTAL)	$ 3,250.00	$ 6,670.00	$ 5,104.00	$ 5,100.00	$ 399.00	$ -	$ -	$ 20,523.00
700	FINAL DESIGN (100% SUBMITTAL)	$ 1,950.00	$ 2,185.00	$ 880.00	$ 1,360.00	$ 57.00	$ -	$ -	$ 6,432.00
800	BIDDING PHASE	$ 780.00	$ 690.00	$ 176.00	$ -	$ -	$ -	$ -	$ 1,646.00
	SUBTOTAL	$ 16,120.00	$ 22,655.00	$ 21,912.00	$ 16,388.00	$ 1,368.00	$ 10,500.00	$ -	$ 88,943.00
900	ADDITIONAL SERVICES	$ 10,400.00	$ 14,720.00	$ 880.00	$ 2,720.00	$ -	$ 5,250.00	$ 10,000.00	$ 43,970.00
	TOTALS	$ 27,300.00	$ 38,065.00	$ 22,968.00	$ 19,108.00	$ 1,368.00	$ 15,750.00	$ 10,000.00	$ 134,559.00

* Loaded rate = "Weighted" (Average) Base Rate x 3.1 multiplier (includes overhead and fixed fee)

CADD Computer Time	$	3,806.00
Direct Expenses	$	752.00
"Allocated" Expenses	$	5,113.24
TOTAL AMOUNT	$	144,230.24
CONTINGENCY	$	5,769.76
TOTAL CONTRACT AMOUNT	$	150,000.00

EXHIBIT E
CITY OF LAS VEGAS
SIGNAL INTERCONNECT
PROJECT SCHEDULE

ID	Task Name	Start	Finish	Duration
1	PROJECT MEETINGS	Tue 12/5/00	Thu 5/31/01	128 days
33	BASE MAPPING	Mon 12/4/00	Mon 12/18/00	11 days
34	FIELD SURVEY AND DATA COLLECTION	Fri 12/8/00	Mon 12/18/00	7 days
35	UTILITY COORDINATION	Tue 12/19/00	Thu 1/25/01	24 days
36	PRELIMINARY DESIGN (50% SUBMITTAL)	Thu 12/21/00	Mon 3/19/01	63 days
37	SUBMIT 50% DESIGN	Mon 3/19/01	Mon 3/19/01	0 days
38	CITY OF LAS VEGAS REVIEW	Tue 3/20/01	Fri 4/6/01	14 days
39	PRE-FINAL DESIGN (95% SUBMITTAL)	Wed 4/25/01	Mon 5/14/01	14 days
40	SUBMIT 95% DESIGN	Mon 5/14/01	Mon 5/14/01	0 days
41	CITY OF LAS VEGAS REVIEW	Tue 5/15/01	Tue 5/29/01	11 days
42	FINAL DESIGN (100% SUBMITTAL)	Wed 6/13/01	Mon 6/25/01	9 days
43	SUBMIT 100% DESIGN	Mon 6/25/01	Mon 6/25/01	0 days
44	CITY OF LAS VEGAS REVIEW	Tue 6/26/01	Tue 7/10/01	11 days
45	BIDDING PHASE	Wed 7/11/01	Wed 7/25/01	11 days



Project: City of Las Vegas Signal Inter
Date: Tue 11/7/00

Task		Milestone	◆	External Milestone	◆
Progress		Summary		Deadline	⇩

EXHIBIT F - INVOICE FORMAT
SAHARA AVE./FT. APACHE ROAD SIGNAL INTERCONNECT PROJECT

TO: **CITY OF LAS VEGAS**
400 East Stewart Avenue
Las Vegas, Nevada 89101

FROM: **KIMLEY-HORN & ASSOCIATES, INC.**
1050 E. Flamingo Road, Ste S210
Las Vegas, Nevada 89119

Project Name: Traffic Signal Interconect - Sahara Ave./Ft. Apache Rd.
Attention: Marvin D. Stine, P.E.

Invoice #: ______
Job #: ______ **Date:** ______

Item	Proj. Manager ($130/hr)			Senior Engineer ($115/hr)*			Engineer ($88hr)			CADD Tech. ($68/hr)			Admin. ($57/hr)			Totals	
Contract Task #	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Costs this Period
1	0			0			0			0			0			$ -	$ -
2	0			0			0			0			0			$ -	$ -
3	0			0			0			0			0			$ -	$ -
4	0			0			0			0			0			$ -	$ -
5	0			0			0			0			0			$ -	$ -
6	0			0			0			0			0			$ -	$ -
7	0			0			0			0			0			$ -	$ -
8	0			0			0			0			0			$ -	$ -
9	0			0			0			0			0			$ -	$ -
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
Subtotal ($)	$ -			$ -			$ -			$ -			$ -				

Expenses:
Cadd Computer
Direct Costs
Allocated Expenses
Subtotal ______

SubConsultants:
Potholing
Other
Subtotal ______

Subtotal All Services ______
<5% Retention> ______
TOTAL AMOUNT DUE THIS INVOICE ______

Total Billed to Date ______
Total Amount of Contract (Not to Exceed) ______
Total Amount Remaining in Contract ______

CITY COUNCIL MEETING OF MARCH 21, 2001 Pg. 538

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. **Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	**Contracting Entity**
Name	Kimley-Horn and Associates, Inc.
Address	1050 East Flamingo Rd., Suite S-210, Las Vegas, Nevada 89119
Telephone	(702) 734-5666
EIN or DUNS	56-0885615

Block 2	**Description**
Subject Matter of Contract/Agreement:	Engineering services for Traffic Signal Interconnect
RFP #:	

Block 3	**Type of Business**			
Individual	Partnership	Limited Liability Company	☑	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Harold D. Vick Chairman (Director)	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
2.	Robert G. Wright President (Director)	3001 Weston Parkway Cary, NC 27513	919-677-2000
3.	Donald L. Bartlett Executive Vice President (Director)	12700 Park Central Dr., Suite 1800 Dallas, TX	972-770-1300
4.	Michael N. Byrd Executive Vice President (Director)	3001 Weston Parkway Cary, NC 27513	919-677-2000
5.	Brooks H. Peed Executive Vice President (Director)	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
6.	Mark S. Wilson Executive Vice President (Director)	3001 Weston Parkway Cary, NC 27513	919-677-2000
7.	John C. Atz Senior Vice President	601 21st Street, Suite 400 Vero Beach, FL 32960	561-562-7981
8.	Thomas J. Bagby, III Senior Vice President (Director)	501 Independence Parkway, Suite 300 Chesapeake, VA 23320	757-548-7300
9.	Barton J. Barham Senior Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
10.	Roscoe L. Biby Senior Vice President	601 21st Street, Suite 400 Vero Beach, FL 32960	561-562-7981

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 6

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ______________________

Date of Attached Document: ____________ Number of Pages: ________

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

GWENDA L. HUEBNER
Notary Public, State of Nevada
Appointment No. 97-1243-1
My Appt. Expires April 20, 2001

Name

10.24.00
Date

Subscribed and sworn to before me this 24th day of October 2000

Gwenda L. Huebner
Notary Public

DISCLOSURE OF PRINCIPALS - CONTINUATION

SENIOR VICE PRESIDENT

Gregory B. Burns
9300 Wade Boulevard
Suite 320
Frisco, TX 75035
972-335-3580

Deborah L. Calevich
209 Hale Street
Suite 230
Charleston, WV 25301
304-343-7599

Paul L. Cherry
4431 Embarcadero Drive
West Palm Beach, FL 33407
561-845-0665

Mona J. Christie
4431 Embarcadero Drive
West Palm Beach, FL 33407
561-845-0665

B.D. Coomer
5100 NW 33rd Avenue
Suite 157
Ft. Lauderdale, FL 33309
954-739-2233

Joe K. Donaldson
3001 Weston Parkway
Cary, NC 27513
919-677-2000

Gary M. Garlow
4601 Charlotte Park Drive
Suite 350
Charoltte, NC 28217
704-333-0845

Kevin S. Gaskey
12700 Park Central Drive
Suite 1800
Dallas, TX 75251
972-770-1300

Charles L. Geer
4431 Embarcadero Drive
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561-845-0665

Steven G. Godfrey
1080 Woodcock
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407-898-1511

Ross M. Horn
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Jerry W. Ingram
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West Palm Beach, FL 33407
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Donald H. Kline
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William D. Mathews
7600 N 15th Street
Suite 250
Phoenix, AZ 85020
602-944-5500

J.S. Mifflin
6000 Poplar Avenue
Suite 201
Memphis, TN 38119
901-374-9109

Stephen J. Oenbrink
4431 Embarcadero Drive
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561-845-0665

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Suite 2701
Norcross, GA 30071
770-825-0744

Joseph B. Pollock (Director)
4431 Embarcadero Drive
West Palm Beach, FL 33407
561-845-0665

DISCLOSURE OF PRINCIPALS - CONTINUATION

John E. Potts
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561-845-0665

David L. Risinger
601 21st Street
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Vero Beach, FL 32960
561-562-7981

James M. Roberts
517 Fourth Avenue
Suite 301
San Diego, CA 92101
619-234-9411

K.K. Saxena
14750 NW 77th Court
Suite 100
Miami Lakes, FL 33016
305-827-0588

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Phoenix, AZ 85020
602-944-5500

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817-335-6511

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1515 Arapahoe Street
Denver, CO 80202
303-446-855

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VICE PRESIDENT

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972-335-3580

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Ft. Lauderdale, FL 33309
954-739-2233

DISCLOSURE OF PRINCIPALS - CONTINUATION

Laura E. Barrett
3001 Weston Parkway
Cary, NC 27513
919-677-2000

Herman Basmaciyan
2100 W Orangewood Avenue
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Orange, CA 92868
714-939-1030

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281-597-9300

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602-944-5500

John R. Conrad
7600 N 15th Street
Suite 250
Phoenix, AZ 85020
602-944-5500

Kurt D. Cooper
1604 Santa Rosa Road
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Richmond, VA 23288
804-673-3882

Fred C. Corey
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602-944-5500

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DISCLOSURE OF PRINCIPALS - CONTINUATION

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DISCLOSURE OF PRINCIPALS - CONTINUATION

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919-677-2000

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Cary, NC 27513
919-677-2000

DISCLOSURE OF PRINCIPALS - CONTINUATION

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7600 N 15th Street
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Phoenix, AZ 85020
602-944-5500

James L. Zimmerman, Jr.
3001 Weston Parkway
Cary, NC 27513
919-677-2000

REGIONAL VICE PRESIDENT

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Jacksonville, FL 32216
904-998-2084

James F. Collins
6000 Poplar Avenue
Suite 201
Memphis, TN 38119
901-374-9109

Michael A. Haecker
11044 Research Boulevard
Suite D-130
Austin, TX 78759
512-418-1771

David W. Humphreys
1419 Forest Drive
Suite 205
Annapolis, MD 21403
410-280-930

ASSISTANT SECRETARY

Richard N. Cook
3001 Weston Parkway
Cary, NC 27513
919-677-2000

SOLE SHAREHOLDER

Associates Group Services, Inc.
3001 Weston Parkway
Cary, NC 27513
919-677-2000

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Parks Declaration Agreement allowing the developer to build parks in lieu of paying Residedntial Construction Taxes in the Spring Mountain Ranch subdivision - Ward 6 (Mack)

Fiscal Impact

X	No Impact	Amount:	
	Budget Funds Available	Dept./Division:	PW/Engineering Intergration
	Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:
CLV has been working with the Master Developer of the Spring Mountain Ranch subdivision in an effort of memorializing former parks & leisure services' director Dave Kuiper's verbal approval allowing the building of public-use park areas in lieu of paying Residential Construction Tax monies to the city. City Staff has allowed the developer to continue to build the proposed park areas and park improvements while this agreement was being negotiated. Staff and the developer are now in agreement on the terms including park ownership and maintenance, and the number of park credits to be allowed.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Parks Declaration Agreement
2. Subdivision layout map detailing park sites

MOTION:
REESE – Motion to APPROVE Items 3-6, 8-14, 16-38 and 40-47 – UNANIMOUS with M. McDonald excused, L.B. McDONALD abstaining on Items 30 and 48 because she serves as a Trustee on the Board of Catholic Charities of Southern Nevada and MAYOR GOODMAN abstaining on Item 36, being a friend and having represented the applicant, Joan Shoofey Brasher Richardson

City of Las Vegas

Agenda Item No. 44

CITY COUNCIL MEETING OF MARCH 21, 2001
Public Works
Item 44 – Parks Declaration Agreement

MOTION – Continued:

Item 7	**TRAILED with Items 72 and 73**
Items 15 & 39	**APPROVED under separate action (see individual items)**

MINUTES:

There was no related discussion

(9:16 – 9:19)

1-338

APN: 125-08-1 . 125-08-03
125-08-2 125-08-04

COPY

RECORDING REQUESTED BY:

NEVADA TITLE COMPANY

WHEN RECORDED PLEASE RETURN TO:

JACKSON, DeMARCO &
PECKENPAUGH (HZF)
4 Park Plaza, 16th Floor
Post Office Box 19704
Irvine, CA 92623-9704

(Space Above For Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, GRANT OF EASEMENTS FOR PARKS IN SPRING MOUNTAIN RANCH AND PARKS CONSTRUCTION AND MAINTENANCE AGREEMENT

This Declaration of Covenants, Conditions and Restrictions, Grant of Easements for Parks in Spring Mountain Ranch, and Parks Construction and Maintenance Agreement (collectively the "***Parks Declaration***") is made by Spring Mountain Ranch, LLC, a Delaware limited liability company ("***SMR LLC***"), the City of Las Vegas, Nevada ("***City***") and Spring Mountain Ranch Master Association, a Nevada nonprofit corporation ("***Master Association***").

RECITALS

A. SMR LLC is the developer of a master planned community in Las Vegas, Nevada known as "Spring Mountain Ranch" (the "***Community***"). SMR LLC has sold or intends to sell most of the land within the Community, and within property adjacent to the Community, to various home builders ("***Builders***") for the purpose of constructing and selling residential dwelling units thereon.

B. Master Association operates, manages and maintains the Community in accordance with the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Spring Mountain Ranch, which was Recorded on November 25, 1998, in Book 981125 as Instrument No. 03642, and Re-Recorded on January 12, 1999, in Book 990112 as Instrument No. 00064, in the Official Records of Clark County, Nevada ("***Official Records***"), and was clarified by a Special Declaration of Declarant's Intent, which was Recorded January 14, 2000, in Book 20000114 as Instrument No. 01718, in Official Records (collectively, the ***"Master Declaration"***).

C. The Community includes "***Common Elements***" which include the parks described on ***Exhibit A*** attached hereto ("***Common Element Parks***").

D. SMR LLC owns areas defined as "***Additional Property***" in the Master Declaration. As SMR LLC develops the Additional Property, SMR LLC annexes portions of the Additional Property to the property encumbered by the Master Declaration as "***Phases of Development***" (also defined in the Master Declaration).

E. The Additional Property includes other areas designated to be developed as parks ("***Future Parks***") that will be encumbered by the Master Declaration and conveyed to the Master Association in the future. The Future Parks are described on ***Exhibit B*** attached hereto. (The Common Element Parks and the Future Parks are referred to in this Parks Declaration collectively as the "***Parks***"). City, the Master Association and SMR LLC are referred to in this Parks Declaration collectively as the "***Parties***" and individually as a "***Party***".

F. Pursuant to Chapter 4.24 of the Las Vegas Municipal Code ("***LVMC***"), a residential construction impact fee (the "***Park Fee***") must be paid prior to the issuance of a building permit for the construction of a residential dwelling unit. Pursuant to Section 4.24.140 of said Chapter, SMR LLC has requested alternative treatment in lieu of paying such Park Fees for certain residences within the Community. The Parties are required to execute an agreement for the construction of parks in the Community in lieu of paying the Park Fees. Section 4.24.100(A) also requires the creation of an association for the common ownership and maintenance of such Parks. The Parties therefore desire to include the terms of such agreement and to provide for such ownership and maintenance in this Parks Declaration.

G. The Parties wish to enter into this Parks Declaration to: (i) identify the Parks that will be open to the public and for which SMR LLC will receive Park Fee credits, (ii) reaffirm the Master Association's obligation to maintain the Parks, (iii) acknowledge the easements reserved or granted to the public for use of the Parks, and (iv) for other purposes as set forth below. The Parties intend that this Parks Declaration be a covenant running with the land.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, declare, establish and annex the following general plan for the construction, protection and benefit of the Parks, and fix the following protective covenants, conditions and restrictions as covenants and equitable servitudes running with the Parks. Each and all of the covenants, conditions and restrictions in this Parks Declaration are for the purpose of protecting the value and desirability of the Parks, and inure to the benefit of, run with, and shall be binding upon and pass with the ownership interest in the Parks and shall inure to the benefit of and apply to and bind the Parties, and their respective successors in interest.

1. **Public Rights to Use Parks.**

(a) ***Common Element Parks***. In Section 3.2 of the Master Declaration, Declarant dedicated nonexclusive easements of access, use and enjoyment over the parks in the Community (the Common Element Parks) for the benefit of the public. City accepts this dedication. Master Association acknowledges this dedication and agrees that the public has the right to access over the streets in the Community as reasonably necessary to allow the public to exercise the easements granted in the Master Declaration.

(b) ***Future Parks***. As the Future Parks are mapped, their shape and locations may be modified by SMR LLC with the consent of the City as evidenced by approval of each final map that includes one of the Future Parks. No later than the date when each of the Future Parks is conveyed to the Master Association, SMR LLC shall ensure that a document creating access rights for the public to and over the Future Park being conveyed is recorded in Official Records. As the Future Parks are annexed to the property subject to the Master Declaration, they shall be conveyed within 60-days thereafter to the Master Association and designated as "Common Elements" and made subject to the same obligations as established under this Parks Declaration for the Common Element Parks.

2. **Maintenance Obligations**. The Master Association shall maintain the Common Element Parks in good condition and repair in compliance with the Master Declaration except as otherwise set forth herein. This Parks Declaration takes the place of and satisfies the requirements of the maintenance plan required by the City with respect to the Parks pursuant to NRS 278.4789. If the Master Association fails to maintain the Parks in the manner set forth herein, the City may exercise the provisions set forth in said statute, as well as the provisions of section 11 herein.

3. **Insurance Obligations**. The Master Association shall maintain fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Common Element Parks. The Master Association shall maintain general liability insurance (including medical payments), with limits not less than $2 million covering all claims for personal injury and property damage arising out of a single occurrence, insuring against liability for bodily injury, death and property damage arising from activities on the Common Element Parks. Upon the City's request, (a) the Master Association shall provide proof of insurance required by this Parks Declaration to the City, and (b) the Master Association shall have the City named as an additional insured for the insurance required by this Parks Declaration.

4. **Rules and Regulations**. Master Association has the right to establish rules and regulations for use of the Common Element Parks; however, all rules and regulations must apply equally to Members of the Master Association and the public. The rules and regulations cannot discriminate against members of the public in favor of Members of the Master Association.

5. **Amendment of the Master Declaration**. SMR LLC or the Master Association shall not amend any provisions of the Master Declaration affecting the Common Element Parks, without obtaining the prior written consent of the City. SMR LLC or the Master Association shall not take any action pursuant to provisions of the Master Declaration or otherwise to change the character of the Parks or to circumvent or alter the obligations set forth herein.

6. **Damage and Restoration**. In the event of damage to or destruction to the Common Element Parks, the Master Association shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, the Master Declaration and this Parks Declaration.

7. **Eminent Domain.** If all or any portion of the Common Element Parks is taken by right of eminent domain or any similar authority of law, the award shall be paid to the Master Association in accordance with Article IX of the Master Declaration.

8. **Construction of Future Parks**. SMR LLC shall complete improvements to the Future Parks in accordance with plans approved by the City. SMR LLC shall construct the improvements in accordance with approved building permits. SMR LLC shall, at SMR LLC's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Future Parks, give all necessary notices and pay all fees and taxes required by law. Neither SMR LLC nor any of SMR LLC's agents or contractors are or shall be considered to be agents of City in connection with the performance of SMR LLC's obligations under this Parks Declaration. As soon as a Park has been completed and approved by the City, said Park shall be annexed to the Common Elements subject to the Master Declaration and, within 60-days thereafter, conveyed to the Master Association.

9. **Park Fee Credits**. Pursuant to LVMC Section 4.24.100(A), for each residential unit for which a building permit is issued and for which a Park Fee waiver is requested, the developer must construct a minimum of 330 square feet of area for a park which is designed for and dedicated to recreation in the development. On condition that SMR LLC constructs all the Parks, annexes them into the property subject to the Master Declaration as Common Elements, and conveys such Parks to the Master Association all pursuant to the terms of this Parks Declaration, SMR LLC shall be entitled to Park Fee Credits associated with 596,707 square feet of park area developed in lieu of paying Park Fees. With the 596,707 square feet of park area to be developed and conveyed to the Master Association, Park Fees will be waived for 1808 residential units in the Community. The total number of credits associated with each completed and each future Park in the Community is set forth in Exhibits C and D attached hereto. Waivers for each Park shall be granted by the City when each Park is completed, annexed as a Common Element and conveyed to the Master Association. Such credits may be used by SMR LLC to obtain waivers of Park Fees for building permits in the Community, and in adjacent property, whether actually owned by SMR LLC or another entity.

10. **Park Fee Credit Procedure.** The uncollected Park Fees for building permits issued by the City for residential units within the Community up to and including the date of July 28, 2000 (a total of 490 units) are hereby waived. The remaining 1230 "credits,"each representing one potential waiver of a Park Fee for a single building permit, shall be granted according to the following procedure:

(a) Park Credit Letter. As a condition to receiving credit against the Park Fee otherwise payable by a Builder in the Community or adjacent property, SMR LLC shall first be required to present to the City's Director of Public Works (the "***Public Works Director***") a letter ("***Park Credit Letter***") signed by an authorized agent of SMR LLC setting forth the following: the name of the Builder; the Parcel designation; the name of the Builder's subdivision for which credit is requested as shown on the subdivision map of record with the City; and the number of credits from the remaining pool of 1230 credits, as indicated above, which SMR LLC has assigned to the Builder pursuant to this Park Declaration to be utilized for construction of residences within such subdivision. Within seven days following receipt of said letter, the Director of Public Works shall confirm that the Park area conveyed to the Master Association is sufficient and that the requested credits are available for the use of the Builder pursuant to this Park Declaration, and shall promptly notify SMR LLC and the Director of the City's Department of Building and Safety (the "***Building Director***") that the credits have been granted by the City and assigned by SMR LLC to the Builder. The Building Director shall not issue any building permits without payment of the Park Fees unless credits are available pursuant to this procedure. All credits must be used in obtaining building permits within five years of the date of recording of this Parks Declaration or are void.

(b) Park Credit Summary. SMR LLC and the Public Works Director have agreed to a summary sheet ("***Park Credit Summary***") which is attached hereto as Exhibit E setting forth a tabulated summary of the above information, with totals showing the number of credits assigned to each Builder to date, the credits used by the Builders, and the credits remaining for each Builder or (in the case of a negative number) the number of building permits the Builder obtained by paying the Park Fees. The summary will be updated by the Director of the Department of Public Works, and provided to SMR LLC upon request, from the information provided by SMR LLC in subsection (a) above.

(c) Change of Ownership. In the event that a Builder sells or otherwise conveys its interest in property within the Community or adjacent property before all assigned credits have been used by the Builder, SMR LLC shall issue to the Public Works Director another Park Credit Letter setting forth the information required in subsection (a) above, including the name of the substitute Builder's subdivision and the number of credits remaining from the first Builder's subdivision. The Letter must indicate whether the remaining credits from the first Builder are assigned to the substitute Builder.

(d) SMR LLC-Builders Relationship. It is the responsibility of SMR LLC to obtain the participation of Builders in the Community and in any adjacent property in this Park Fee Credit Procedure. Builders shall not be issued any building permits without payment of Park Fees unless credits are granted by the City and assigned to them pursuant to this procedure. SMR LLC may in its discretion, limit the maximum amount of credits assigned to any Builder. Following the execution of this Parks Declaration, credits will be applied only to building permits which have not yet been issued. No retroactive credits will be applied nor refunds for previously paid Park Fees given.

11. **Enforcement and Remedies.**

(a) **General**. If any Party defaults in the performance of any obligation under this Parks Declaration, and if such default remains uncured thirty (30) days after written notice from the other Party ("***Nondefaulting Party***"), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within 10 days of written demand, for the cost thereof. The failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Parks Declaration shall not be construed as a waiver of the future breach of such provision or any other provision of this Parks Declaration.

(b) **Remedies Cumulative**. Each Party to this Parks Declaration may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants, conditions and restrictions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Declaration are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

(c) **Attorneys Fees**. If any action or proceeding is instituted to enforce or interpret any of the provisions of this Parks Declaration or for damages on account of the breach of this Parks Declaration, the prevailing Party in any such action or proceeding shall be entitled to recover from the other Party its reasonable attorneys' fees and costs and expenses of litigation incurred in such action or proceeding.

(d) **Mortgage Protection**. Notwithstanding all other provisions of this Parks Declaration, no breach of this Parks Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of a Mortgagee or beneficiary ("***Mortgagee***") under any recorded mortgage or deed of trust upon the Community or any part thereof made in good faith and for value; provided that after such Mortgagee obtains title thereto by judicial foreclosure or by means of the powers set forth in such mortgage, or deed of trust, or by deed in lieu of foreclosure, the Parks shall remain subject to this Parks Declaration.

12. **Miscellaneous.**

(a) **Assignment**. The Master Association is responsible for all of the obligations, and is entitled to enforce all of the rights created in this Parks Declaration in

COPY

connection with the Common Element Parks. SMR LLC has no liability under this Parks Declaration for the Common Element Parks. With respect to the Common Element Parks and effective on the date each Future Park is conveyed to the Master Association, (i) the Master Association shall be responsible for all of the obligations of, and shall be entitled to enforce all of the rights of, SMR LLC pursuant to this Parks Declaration, (ii) SMR LLC shall have no further liability under this Parks Declaration except for liabilities accruing before the date the Future Park is conveyed to the Master Association, and (iii) no member of the Master Association (except SMR LLC) shall have any personal liability under this Parks Declaration (however it is understood this provision iii does not affect potential in rem. liability pursuant to NRS 278.4789). The Master Association cannot assign any of its rights and obligations under this Parks Declaration without prior written approval from the City. SMR LLC can assign its rights and obligations under this Parks Declaration so long as SMR LLC notifies the City and the Master Association of the assignment, and provided that completion of all the Parks, and their annexation into the Common Elements and conveyance to the Master Association are first secured by a performance bond in the amount and form agreed to by the City, naming the City and Master Association as joint Obligees, or have actually been completed.

(b) **Notices**. Except as otherwise provided in this Parks Declaration, notice to be given to a Party must be in writing and may be delivered to the Party personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Party or Mortgagee at the most recent address furnished by such Party or Mortgagee to the other Party. Such notice is deemed delivered three (3) business days after the time of such mailing. Notices are to be delivered to both the Party and to the Party's attorneys, for the City--the City Attorney, and for SMR LLC and the Master Association–Jackson, DeMarco & Peckenpaugh.

(c) **Interpretation**. The captions of the various provisions of this Parks Declaration are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Declaration shall be construed in accordance with the laws of the State of Nevada. This Parks Declaration supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Parks Declaration shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

(d) **Binding Effect; Covenants Running With Land**. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property included within this Parks Declaration, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Declaration and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Declaration sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the restrictions, conditions, covenants, rules and regulations contained in this Parks Declaration, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Declaration. Each such person fully understands and acknowledges that this Parks Declaration shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners.

(e) **Recordation**. This Parks Declaration shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.

(f) **Duration and Amendment**. This Parks Declaration shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Parks Declaration is Recorded. This Parks Declaration may be amended with the consent of SMR LLC and the City, without the consent of the Master Association, to (1) amend Section 9 and 10 above, (2) add Parks to Exhibit A, (3) add to or delete parks from Exhibit B, and (4) add, delete or change any information on Exhibits C and D. This Parks Declaration may be amended at any time for any other reason by recording an amendment executed by SMR LLC, the City and the Master Association.

(g) **Force Majeure**. If any Party or any other person shall be delayed or hindered in or prevented from the performance of any act required to be performed by such person under this Parks Declaration by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work, war or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

(h) **No Third Party Beneficiaries**. This Parks Declaration is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Builders within the Community and adjacent property.

(i) **Consents**. Whenever it is stated herein the consent of a party is required, such consent shall not be unreasonably withheld by such party.

[SIGNATURES ON FOLLOWING PAGE]

COPY

**SIGNATURE PAGE TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, GRANT OF EASEMENTS FOR PARKS IN SPRING MOUNTAIN RANCH AND PARKS CONSTRUCTION AND MAINTENANCE AGREEMENT**

SPRING MOUNTAIN RANCH, LLC,
a Delaware limited liability company

By: [signature]
Print Name: Gregg Dawley
Title: VP

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On February 22, 2001, before me, the undersigned, personally appeared **GREGG DAWLEY** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tina Matejek
Notary Public in and for said State

(SEAL)

TINA MATEJEK
Notary Public, State of Nevada
Appointment No. 00-63034-1
My Appt. Expires June 6, 2004

I:\DOCS\HMZ113\26380\000\AGRMT\383304.01
10/9/00

COPY

**SIGNATURE PAGE TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
GRANT OF EASEMENTS FOR PARKS IN SPRING MOUNTAIN RANCH
AND PARKS CONSTRUCTION AND MAINTENANCE AGREEMENT**

SPRING MOUNTAIN RANCH MASTER ASSOCIATION, a Nevada nonprofit corporation

By: ____________
Print Name: FRANK A. KSIAZEK
Title: President

By: ____________
Print Name: John Cathey
Title: V. PRESIDENT

"Master Association"

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on this 22 day of February, 2001 by Frank Ksiazek as President and John Cathey as Vice President of SPRING MOUNTAIN RANCH MASTER ASSOCIATION, a Nevada nonprofit corporation.

Tina Matejek
(Signature of notarial officer)

(My commission expires: June 6, 2004

TINA MA
Notary Public, S
Appointment N
My Appt. Expires

TINA MATEJEK
Notary Public, State of Nevada
Appointment No. 00-63034-1
My Appt. Expires June 6, 2004

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10/9/00

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**SIGNATURE PAGE TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
GRANT OF EASEMENTS FOR PARKS IN SPRING MOUNTAIN RANCH
AND PARKS CONSTRUCTION AND MAINTENANCE AGREEMENT**

CITY OF LAS VEGAS, NEVADA

By: ______________________
Print Name: Oscar B. Goodman
Title: Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

Approved As To Form:
Thomas R. Green 3/9/01
Deputy City Attorney Date

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on this 23rd day of March, ~~2000~~ 2001 by Oscar B. Goodman as Mayor and Barbara Jo Ronemus as City Clerk of the City of Nevada.

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No. 93-4081-1 My Appointment Expires July 25, 2001

____
(Signature of notarial officer)

(My commission expires: 7/25/2001)

I:\DOCS\HMZ113\26380\000\AGRMT\383304.01
10/9/00

EXHIBIT A

LEGAL DESCRIPTION OF COMMON ELEMENT PARKS

COPY

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PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960

PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA
ALAN R. RIEKKI
No. 12469

12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF HORSE DRIVE, WEST OF EL CAPITAN WAY, AND NORTH OF RACEL AVENUE.

LEGAL DESCRIPTION

BEING LOT 3 OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – OVERALL", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 81 OF PLATS, AT PAGE 22, AND DELINEATED THEREON, LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 7.122 ACRES, AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
ALAN R. RIEKKI
No. 12469
12/15/99

RECEIVED
DEC 2 2 1999
BY.

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL A COMMON ELEMENT LOT GENERALLY LOCATED SOUTH OF HORSE DRIVE BETWEEN EL CAPITAN WAY AND DURANGO DRIVE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 2B WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 2", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 88 OF PLATS, AT PAGE 54, AND DELINEATED THEREON, LOCATED WITHIN THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 24,033 SQUARE FEET, AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
TEL. (702) 873-7550 FAX: 362-2597

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PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
ALAN R. RIEKKI
No. 12469

12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: TZ
P.R. BY: ARR

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED SOUTH OF HORSE DRIVE BETWEEN EL CAPITAN WAY AND DURANGO DRIVE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 3B, LOCATED WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 3", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 91 OF PLATS, AT PAGE 57, AND DELINEATED THEREON, LOCATED WITHIN THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 10,227 SQUARE FEET, AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
ALAN R. RIEKKI
NO. 12469

12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED SOUTH OF RACEL STREET, WEST OF EL CAPITAN WAY, AND NORTH OF ACKERMAN AVENUE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 7A, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 7", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 87 OF PLATS, AT PAGE 75, AND DELINEATED THEREON, LOCATED WITHIN THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 26,037 SQUARE FEET, AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA
ALAN R. RIEKKI
No. 12469
12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENTS LOT GENERALLY LOCATED SOUTH OF HORSE DRIVE WEST OF EL CAPITAN WAY, AND NORTH OF RACEL AVENUE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 13A, LOCATED WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 13", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 86 OF PLATS, AT PAGE 11, AND DELINEATED THEREON, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 19,442 SQUARE FEET, AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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ALAN R. RIEKKI
No. 12469

12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED SOUTH OF HORSE DRIVE, WEST OF EL CAPITAN WAY, AND NORTH OF RACEL AVENUE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 20A, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 20", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 86 OF PLATS, AT PAGE 57, AND DELINEATED THEREON, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 37,604 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
ALAN R. RIEKKI
No. 12469
12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED NORTH OF HORSE DRIVE, WEST OF EL CAPITAN WAY, AND SOUTH OF BRENT LANE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 32D, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 32", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 81 OF PLATS, AT PAGE 47, AND DELINEATED THEREON, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 61,785 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA
ALAN R. RIEKKI
No. 12469
12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED NORTH OF HORSE DRIVE, WEST OF EL CAPITAN WAY, AND SOUTH OF BRENT LANE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 33C, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 33", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 81 OF PLATS, AT PAGE 48, AND DELINEATED THEREON, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 21,648 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
ALAN R. RIEKKI
No. 12469

12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED NORTH OF BRENT LANE, WEST OF EL CAPITAN WAY, AND SOUTH OF IRON MOUNTAIN ROAD.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 40C, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 40", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 88 OF PLATS, AT PAGE 05, AND DELINEATED THEREON, LOCATED WITHIN THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 3,541 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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ALAN R. RIEKKI
No. 12469

12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES 2 COMMON ELEMENT LOTS GENERALLY LOCATED NORTH OF BRENT LANE, WEST OF EL CAPITAN WAY, AND SOUTH OF IRON MOUNTAIN ROAD.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOTS 42C AND 42D, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 42", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 81 OF PLATS, AT PAGE 51, AND DELINEATED THEREON, LOCATED WITHIN THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING A TOTAL OF 29,113 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

Ref:\g:\cad\survey\5069\legals\city_ce\city_ce-unit42.doc

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ALAN R. RIEKKI
No. 12469

12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES 2 COMMON ELEMENT LOTS GENERALLY LOCATED NORTH OF BRENT LANE, WEST OF EL CAPITAN WAY, AND SOUTH OF IRON MOUNTAIN ROAD.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOTS 45A AND 45B, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 45", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 90 OF PLATS, AT PAGE 35, AND DELINEATED THEREON, LOCATED WITHIN THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING A TOTAL OF 29,417 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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EXHIBIT B

LEGAL DESCRIPTION OF FUTURE PARKS

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PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
ALAN R. RIEKKI
NO. 12469
12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED NORTH OF HORSE DRIVE, WEST OF EL CAPITAN WAY, AND SOUTH OF BRENT LANE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 27C, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 27", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK __ OF PLATS, AT PAGE __, AND DELINEATED THEREON, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 21,379 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
ALAN R. RIEKKI
No. 12469

12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED NORTH OF HORSE DRIVE, WEST OF EL CAPITAN WAY, AND SOUTH OF BRENT LANE.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 28A, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 28", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK __ OF PLATS, AT PAGE __, AND DELINEATED THEREON, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 4,797 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

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ALAN R. RIEKKI
No. 12469
12/15/99

W.O. 5069-A
DECEMBER 14, 1999
BY: ARR
P.R. BY: TZ

EXPLANATION: THIS LEGAL DESCRIBES A COMMON ELEMENT LOT GENERALLY LOCATED NORTH OF BRENT LANE, WEST OF EL CAPITAN WAY, AND SOUTH OF IRON MOUNTAIN ROAD.

LEGAL DESCRIPTION

BEING COMMON ELEMENT LOT 48B, WITHIN THE BOUNDARIES OF THAT SUBDIVISION KNOWN AS "SPRING MOUNTAIN RANCH – UNIT 48", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK __ OF PLATS, AT PAGE __, AND DELINEATED THEREON, LOCATED WITHIN THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 3,332 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

Ref:\g:\cad\survey\5069\legals\city_ce\city_ce-unit48.doc

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Exhibit C

Legal Description of Common Element Parks

Site	Subdivision Map Name	Lot #	Square Footage	Bk/Pg #s
1	Spring Mountain Ranch Overall	3	310,234	81/22
2	Spring Mountain Ranch Unit 2	2B	24,033	88/54
3	Spring Mountain Ranch Unit 3	3B	10,227	91/57
4	Spring Mountain Ranch Unit 7	7A	26,037	87/75
5	Spring Mountain Ranch Unit 13	13A	19,442	86/11
6	Spring Mountain Ranch Unit 20	20A	37,604	86/57
8	Spring Mountain Ranch Unit 32	32D	56,235*	81/47
9	Spring Mountain Ranch Unit 33	33C	21,648	81/48
10	Spring Mountain Ranch Unit 40	40C	3,541	88/05
11	Spring Mountain Ranch Unit 42	42C	7,629	81/51
12	Spring Mountain Ranch Unit 42	42D	21,484	81/51
13	Spring Mountain Ranch Unit 45	45A	7,970	90/35
14	Spring Mountain Ranch Unit 45	45B	21,447	90/35

Total Square Footage (TSF) = 567,531

Available Park Credits = TSF/330 = 1720

* = park facilities occupy less than entire platted lot, credited park square footage shown

Exhibit D

Legal Description of Future Common Element Parks

Site	Subdivision Map Name	Lot #	Square Footage	Bk/Pg #s
1	Spring Mountain Ranch Unit 27	27C*	21,379**	Not Recorded Yet
2	Spring Mountain Ranch Unit 28	28A*	4,797**	Not Recorded Yet
3	Spring Mountain Ranch Unit 48	???*	3,000**	Not Recorded Yet

Total Estimated Square Footage (ESF) = 29,176**

Estimated Park Credits = ESF/330 = 88

* = recorded lot numbers must be verified after map recordation
** = estimated square footage, must be verified after map recordation

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Exhibit E
Summary of Park Fee Exemptions for Spring Mountain Ranch

Subdivision: Spring Mountain Ranch

Unit Number	Total Lots	Waivers Granted	Permits Issued	Waivers Unassigned	Builder's Name
Unit 1	35	26	26	0	G H I Inc.
Unit 2	37	0	34	(34)	Greystone Nevada LLC
Unit 3	32	0	0	0	G H I Inc.
Unit 4	36	0	0	0	G H I Inc.
Unit 5	30	15	30	(15)	Stanpark Construction Inc.
Unit 6	27	0	27	(27)	Richmond American, Inc.
Unit 7	28	0	28	(28)	Stanpark Construction Inc.
Unit 8	28	0	14	(14)	Richmond American, Inc.
Unit 9	14	0	14	(14)	Stanpark Construction Inc.
Unit 10	14	0	0	0	Richmond American, Inc.
Unit 11	15	10	12	(2)	Stanpark Construction Inc.
Unit 11*		3	3	0	Stanpark Construction Inc.
Unit 12	15	12	12	0	Richmond American, Inc.
Unit 13	28	23	28	(5)	Stanpark Construction Inc.
Unit 14	30	27	28	(1)	Richmond American, Inc.
Unit 14*		3	3	0	Richmond American, Inc.
Unit 15	30	30	30	0	Stanpark Construction Inc.
Unit 16	30	21	30	(9)	Richmond American, Inc.
Unit 17	28	19	28	(9)	Distinctive Homes
Unit 18	28	0	28	(28)	Distinctive Homes
Unit 19	28	22	25	(3)	Distinctive Homes
Unit 20	22	0	11	(11)	Distinctive Homes
Unit 21	23	22	22	0	Distinctive Homes
Unit 22	28	0	0	0	Not Assigned
Unit 23	21	20	21	(1)	Royal Construction Co.
Unit 24	19	19	19	0	Royal Construction Co.
Unit 25	26	19	26	(7)	Royal Construction Co.
Unit 26	25	6	6	0	Beazer/Astoria
Unit 27	24	0	0	0	Not Assigned
Unit 28	26	0	0	0	Not Assigned
Unit 29	21	0	0	0	Not Assigned
Unit 30	20	0	0	0	Not Assigned
Unit 31	24	0	0	0	Not Assigned
Unit 32	29	29	29	0	Kaufman and Broad
Unit 33	20	19	19	0	Kaufman and Broad
Unit 34	8	0	0	0	Royal Construction Co.

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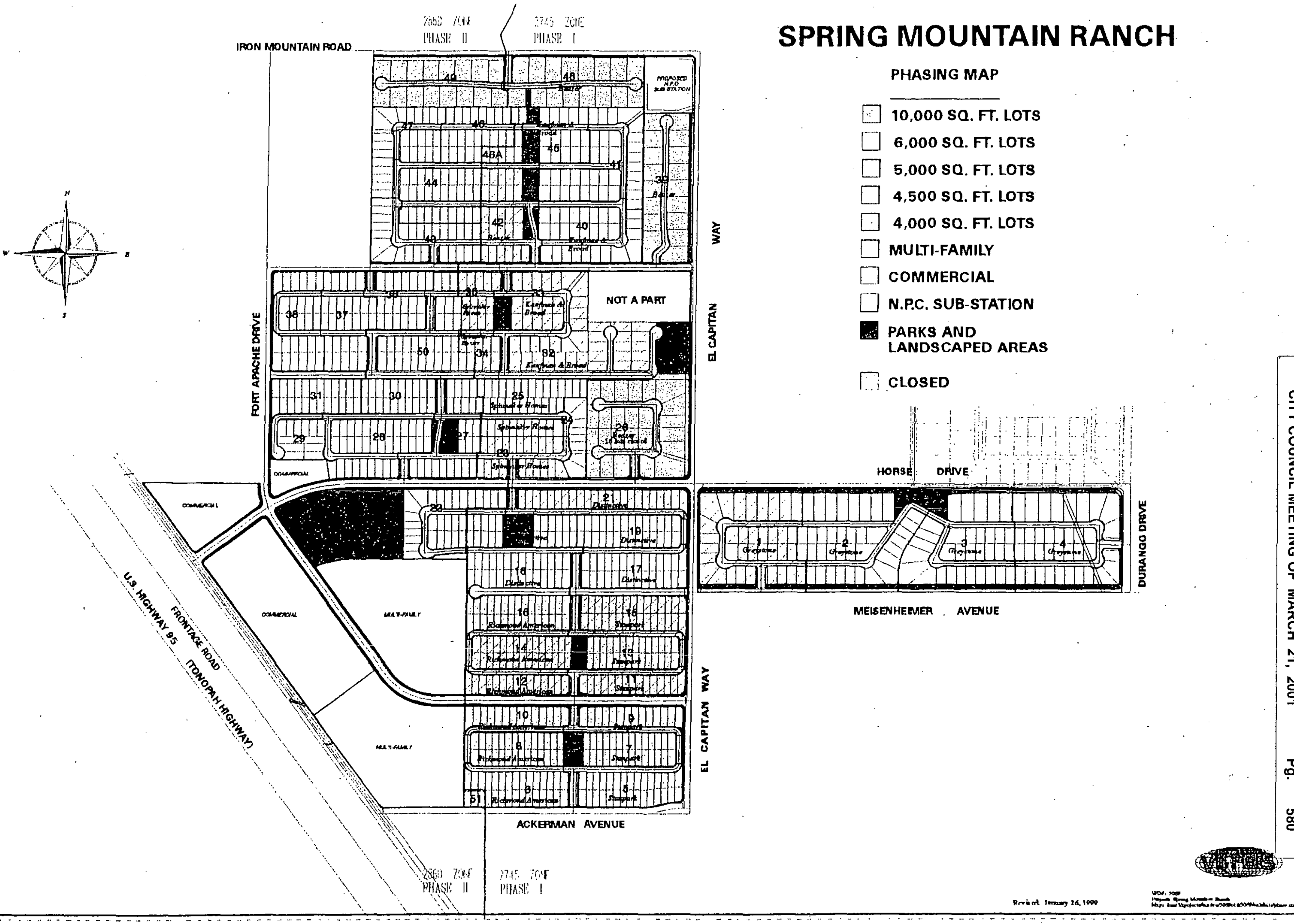
Unit Number	Total Lots	Waivers Granted	Permits Issued	Waivers Unassigned	Builder's Name
Unit 35	13	0	0	0	Royal Construction Co.
Unit 36	19	0	0	0	Not Assigned
Unit 37	29	0	0	0	Not Assigned
Unit 38	28	0	0	0	Not Assigned
Unit 39	17	17	4	13	Distinctive Homes
Unit 40	28	28	0	28	Beazer Homes Holding Corp
Unit 41	35	35	1	34	Beazer Homes Holding Corp
Unit 42	26	26	5	21	Beazer Homes Holding Corp
Unit 43	26	0	0	0	Not Assigned
Unit 44	30	0	0	0	Not Assigned
Unit 45	15	15	6	9	Beazer Homes Holding Corp
Unit 46	22				Not Assigned
Unit 46a	8	8	5	3	Beazer Homes Holding Corp
Unit 47	26	0	0	0	Not Assigned
Unit 48	16	16	0	16	Distinctive Homes
Unit 49	16	0	0	0	Not Assigned
Unit 50	31	0	0	0	Not Assigned
Unit 51	3	0	3	(3)	Not Assigned
Totals	1,237	490	577	N/A	
Multi-family Site #1	447 Units				Unassigned - subject to
Multi-family Site #2					rezoning
Commercial Site(s)					
+/- 19.5 acres					



CITY COUNCIL MEETING OF MARCH 21, 2001 Pg. 580