

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on a conditional allocation of the estimated \$3,790,916 in FY2004 Federal and State Home Investment Partnership (HOME) funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and Low Income Housing Trust Funds (LIHTF) from the Clark County Consortium - All Wards

Fiscal Impact☐**No Impact****Amount: \$3,790,916**☒**Budget Funds Available****Dept./Division: Neigh. Svcs./Neigh. Devel.**☐**Augmentation Required****Funding Source: HUD-LIHTF****PURPOSE/BACKGROUND:**

The city of Las Vegas FY2004 estimated share of the Clark County Consortium HOME/LIHTF funds will be as follows: \$3,790,916 (City Wide). NDD staff shall complete all HUD required Environmental Reviews. No project may commit and/or expend any funds prior to compliance with part 58 and final notification by NDD staff.

RECOMMENDATION:

Staff recommends that the City Council approve the funding from the Clark County Consortium and authorize the Mayor to execute the Agreements with the Clark County Consortium and the subrecipients.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. FY2004 HOME Applicants and CDRB Recommendations

MOTION:**REESE – APPROVED – UNANIMOUS****MINUTES:**

See Item 80 for discussion.

(11:15 – 11:39/2:13 – 2:14)

2-1184/4-187

AGENDA MEMO

*Worksheet
Not a part of
the minutes*

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HOME/LIHTF FUNDING

Community Development Programs Center of Nevada (Daisy Lee Dev.)	\$ 750,000
Ebenezer Hands of Help Outreach (3 single family homes)	\$ 90,300
US Veterans Initiative (LV Residence Hall)	\$ 300,000
Nevada HAND (Bonanza Pines III)	\$ 750,000
CLV Homebuyers Assistance Program	\$ 400,000
CLV Single Family Rehabilitation and Implementation	\$ 400,000
CLV Future Projects	\$ 844,091
HOME Administration (10% Fed.)	<u>\$ 256,525</u>
Total HOME/LIHTF Funds	\$3,790,916

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**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
FY 2004 HOME APPLICANTS AND CDRB RECOMMENDATIONS**

	APPLICANT	PROJECT DESCRIPTION/ADDRESS	WARD	AMOUNT REQUESTED	AMOUNT RECOMMENDED	TOTAL PROJECT COSTS	APPLICANT'S CONTRIBUTION	*PRIVATE AND OTHER FUNDING
1	Community Development Programs Center – Daisy Lee Family Development	58 single family rental homes for eventual tenant ownership SW Corner Jones and Eugene	6	\$750,000	\$750,000	\$8,421,401	\$689,082	\$4,552,213.29
2	Ebenezer Hands Outreach – Ebenezer Hands # 3	New construction of 3 single family homes for resale to HOME eligible buyers 1013 Miller – Miller & J	5	\$90,300	\$90,300	\$403,200	0	\$325,000
3	Nevada HAND – Bonanza Pines III Sr. Apts.	New Construction of 62 affordable rentals for seniors Bonanza & Lamb	5	\$750,000	\$750,000	\$6,164,478	\$159,674	\$5,254,804
4	US Veterans Initiative – LV Residence Hall	Rehabilitation of 30 units available for rent to disabled veterans 525 East Bonanza Rd.	3	\$300,000	\$300,000	\$1,181,548	\$581,548	\$300,000
		TOTAL		\$1,890,300	\$1,890,300			
		Total HOME Requests		\$1,890,300				
		Total HOME Recommendations		\$1,890,300				
		Total HOME Funds Available to applicants		\$2,050,454				
		Difference between Available Funds and Recommendations		\$160,154				

*Private donations, fundraising, foundations, bank financing, tax credits, Clark County, CDBG, and other Federal Funds

JUNIOR LIENOR'S CONSENT TO AND OPTION TO EXTEND

NOTICE: THIS JUNIOR LIENOR CONSENT TO AND OPTION TO EXTEND RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY REMAINING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF THE DEED OF TRUST AS MODIFIED BY THE FOREGOING EXTENSION LETTER.

The undersigned ("Junior Lienor"), as owner and holder of a security interest ("Junior Security Interest") evidenced by that certain deed of trust with assignment of rents recorded on February 26, 2003, as Book No. 20030226, Page 02985 in the Official Records of Clark County, State of Nevada ("Subordinated Deed of Trust") which is junior, subordinate and subject to the terms, covenants, conditions and restrictions of the Deed of Trust, as modified by the foregoing Option to Extend and hereby acknowledges its consent to the terms and provisions of the foregoing Option To Extend and the transactions contemplated thereby.

NOTICE: THE LOAN DOCUMENTS MAY CONTAIN A PROVISION WHICH MAY ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO EXPEND A PORTION OF THE LOAN FOR OTHER PURPOSES THAN IMPROVEMENT OF THE PROPERTY.

AGREED:

Dated as of 5 day of March, 2004.

BORROWER:

Bonanza Pines Limited Partnership,
A Nevada limited partnership

By: HAND Enterprises, Inc.,
A Nevada nonprofit corporation
General Partner

By: [Signature]
Its: President

HAND:

HAND Enterprises, Inc.,
A Nevada nonprofit corporation

By: [Signature]
Its: President

CITY:

CITY OF LAS VEGAS,
a municipal corporation of the
State of Nevada

By: [Signature]
Oscar B. Goodman, Mayor

ATTEST:

[Signature]
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

[Signature] 2/22/04

INTERLOCAL AGREEMENT TO PROVIDE HOME INVESTMENT PARTNERSHIPS
("HOME") AND/OR LOW INCOME HOUSING TRUST FUND (LIHTF)
PROGRAM FUNDS TO THE CITY OF LAS VEGAS

WHEREAS, Clark County, Nevada, hereinafter called "the County", has entered into a grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for participation in the Home Investment Partnerships Program, hereinafter referred to as the "HOME Program" under 24 CFR Part 92 as amended; and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program, is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program funds allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada, hereinafter referred to as "NHD"; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain Low-Income Housing Trust Fund (LIHTF) money allocated to the County by NHD; and

WHEREAS, the City of Las Vegas, hereinafter called "City", is a local governmental unit; and

WHEREAS, the City wishes to provide a variety of housing-related services to eligible households as permitted under HUD's HOME Program and the State's Low Income Housing Trust Fund Program, including but not limited to the renovation of owner-occupied housing units, the acquisition and rehabilitation of rental housing units and assistance to first-time homebuyers; and

WHEREAS, the County desires to assist the City by providing HOME and LIHTF Program funds to assist with these and any other HOME-eligible efforts (such funding herein called the "Project"), as described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the County and the City, on May 21, 2002, entered into an Interlocal Agreement, as identified in Exhibit "B" of this document, to form a consortium for the purpose of operating the HOME Program within its jurisdictional boundaries; and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, pursuant to NRS 244.189, a board of county commissioners may

exercise such powers not in conflict with the provisions of NRS or other laws or regulations of this state, as the board determines are necessary and proper for the development of affordable housing and rehabilitation of abandoned and rental residential property; and

WHEREAS, the Clark County Board of County Commissioners hereby determines that this Agreement is necessary and proper for the development of affordable housing and rehabilitation of abandoned and rental residential property; and

WHEREAS, the County and the City are individually authorized by law to engage in housing and community development activities;

NOW, THEREFORE, in consideration of the foregoing premises, it is agreed as follows:

I. Scope of Services

A. Subject to the actual receipt of funds from NHD and/or HUD, the County will provide \$4,434,011 to the City as its share of the combined 2004 HOME Consortium funds. Of the \$4,434,011, the actual distribution of funds will be as follows: \$2,864,232 will be funds received from the federal HOME grant award, including \$142,205 of FY 2003 American Dream Downpayment Initiative (ADDI) funds and \$167,806 in FY 2004 ADDI funds; \$468,813 will be funds received from the NHD HOME grant award; and, \$1,100,966 will be funds received from the NHD LIHTF grant award. Of the \$4,434,011, a maximum of \$269,642 in federal HOME funds may be used for program administration and a minimum of \$383,133 must be reserved for projects sponsored, owned, or developed by Community Housing Development Organizations (CHDOs).

B. The City agrees to provide the HUD-required 25% non-federal "matching funds" or their equivalent for any HOME Projects undertaken with the HOME funds described in Section I (A) above (as per CFR24 92.218 and 92.219). Furthermore, the City understands that its share of LIHTF funds may be used to meet its HOME Program match requirement. If the City's share of LIHTF funds is insufficient to meet the required HOME match, the County may, at its discretion, provide match funds from Clark County's share of LIHTF funds.

C. The City agrees that any costs, unless otherwise specified, exceeding the \$4,434,011 in HOME and/or LIHTF funds provided by the County pursuant to this Agreement, as the Project set forth in Exhibit "A", attached hereto and incorporated herein as if fully set forth, will be the responsibility of the City. The City further agrees to pay all operating costs, including administrative costs; however, the County may, at its discretion award additional HOME or other funds to carry out the activities specified in this Agreement.

D. Before disbursing HOME funds to any recipient, the City agrees to enter into a written agreement with qualified recipients requiring compliance with the rules set forth in 24 CFR Part 92. Before disbursing LIHTF funds to any recipient, the City agrees to enter into a written agreement with the recipient requiring compliance with the rules set forth in the Administrative

Guidelines, NRS 319, and NAC 319, including that 15% percent of all program units must serve families at poverty level and that all families must have incomes at or below 60% of median income.

E. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations and, if applicable, with LIHTF Administrative Guidelines, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize HOME or LIHTF Program funding.

II. County General Conditions

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

B. The City shall obtain any and all federal, state, and local permits and licenses required of the City to execute the Project as described in this Agreement's Scope of Services. The City further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. The City will provide the Manager of Community Resources Management Division ("CRM") with unduplicated client usage records on a semi-annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Low and Moderate Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "C");
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged; and
9. Number of owner households served.

D. The City will not use any portion of the allocated HOME funds for other than HOME qualified Projects, as defined in the HOME program regulations (24 CFR 92). Any recipient or subgrantee must meet HOME Program requirements and serve eligible low-income residents.

E. The City will not use any portion of the allocated LIHTF Funds for other than LIHTF qualified Projects, as defined in the Administrative Guidelines, NRS 319, and NAC 319. Any recipient or subgrantee must meet program requirements and serve eligible low-income residents.

F. If the qualified HOME Projects or activities, or any portion thereof, are converted to non-qualified HOME Projects or activities, the City shall, upon the request of the County, repay to the County, without interest, the amount of HOME Program funds expended on the non-qualified Project. The City shall require reasonable assurances of security for terms of affordability and repayments in the form of a recorded deed of trust for such property, pursuant to 24 CFR 92.252 and 92.254, and which the City shall cause to be executed as part of providing applicable assistance. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be treated in accordance with 24 CFR Part 92.503.

G. If the qualified LIHTF Projects or activities, or any portion thereof, are converted to non-qualified LIHTF Projects or activities, the City shall, upon the request of the County, repay to the County, without interest, the amount of LIHTF Funds expended on the non-qualified Project. The City shall require reasonable assurances of security for such repayments in the form of a recorded deed of trust from the subgrantee for such property. The City shall require execution and recordation of the deed of trust as part of providing applicable assistance. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of LIHTF Funds previously invested in the property be returned to the County to be reinvested in other affordable housing units.

H. The City may subcontract any portion of the rehabilitation of the affordable housing units. Any subcontractor or assignee must meet HOME and/or LIHTF Program requirements and serve eligible lower income residents. Affordable housing units in the Project are to be rehabilitated by a qualified contractor. If the Subrecipient assumes responsibility for procurement by selecting the contractor and negotiating the price, 24 CFR Part 85 will be applicable.

I. The City shall insure that homeowner recipients of HOME and/or LIHTF funds provide a copy of their Homeowners Insurance, and that owners of HOME and/or LIHTF-assisted rental properties provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the structure.

J. The City shall allow duly authorized representatives of the County to conduct such occasional reviews, audits and on-site monitoring of the Project as the County deems to be appropriate in order to determine:

1. Whether the objectives of the Project are being achieved;
2. Whether the Project is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
4. Whether the financial operations of the Project are being conducted properly;

5. Whether the periodic reports to the County contain accurate and reliable information; and
6. Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

K. Visits by the County to the Project shall be announced to the City in advance of those visits and shall occur during normal operating hours. The representatives of the County may request, and, if such a request is made, shall be granted, access to all of the records of the City which relate to the Project. The representatives of the County may, on occasion, interview recipients of the housing services of the Project who consent to be interviewed.

L. At any time during normal business hours, the City's records with respect to the Project shall be made available for audit, examination and review by the County, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

M. Subject to the limitations of NRS 41.035, the City will protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments 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 the City, its officers, or employees, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The City's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all attorneys' fees incurred by the County in the defense or handling of said suits, demands, judgments, liens and claims and all attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Agreement. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to the City. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of the City.

N. The City will not use any HOME and/or LIHTF Program funds supplied by the County in litigation against any person, natural or otherwise, or in its own defense in any such litigation. The City agrees to notify the County of any legal action which is filed by or against it relative to the Project.

O. This Agreement will commence upon its approval and signature by all parties. HOME funds allocated by the County to the City under this Agreement must be committed by the City to specific Projects prior to March 15, 2006 and used prior to March 15, 2009. LIHTF monies allocated by the County to the City under this Agreement must be committed by the City to specific Projects prior to March 15, 2005 and used prior to March 15, 2007.

P. If, after the deadline referred to in Section II (O) of this Agreement, the City and/or the County anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the County reserves the right to extract that portion for other projects/programs operated under the County's HOME or LIHTF

Program.

Q. The City agrees that no officer or employee of City may seek or accept any gifts, 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.

R. The City agrees that no officer or employee of the City 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.

S. The City agrees that no officer or employee of the City may participate as an agent of the City in the negotiation or execution of any contract between the City and any private business in which he or she has a financial interest.

T. The City agrees that no officer or employee of the City may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

U. The City shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any County ordinance or State or Federal statute.

V. The City shall be bound by all State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the County, or any combination thereof.

III. Federal General Conditions

A. The City 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 as set forth in P.L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58;
3. Title VIII of the Civil Rights Act of 1968, P.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, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2;
6. The Fair Housing Act, as amended;
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135;
8. Executive Order 11063, as amended;
9. The Age Discrimination Act of 1975;
10. Section 504 of the Rehabilitation Act of 1973;

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto;
12. The Federal Labor Standards Act;
13. The Fair Labor Standards Act;
14. Section 202(a) of the Flood Disaster Protection Act of 1973;
15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35;
16. The Davis-Bacon Act, as amended, which requires that any contractor or construction work on Projects with 12 or more units that is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. Per 24 CFR 92.354, the contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law;
17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act;
18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988;
19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the City from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of City, 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; and
20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the City shall:
 - a. not discriminate against any employee or applicant for employment 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, employee or agent of the City shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the HOME or LIHTF Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. The City shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program funds, except that the City will not assume the County's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359, but shall assist in the completion of required Environmental Reviews.

E. The City shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

F. The City shall maintain records in accordance with 24 CFR 92.508.

G. The City shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts. The City shall provide the County, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and affirmative marketing efforts. These records shall contain, but are not limited to, the following:

1. Data on attempts to reach minority-owned and female-owned businesses when announcing business opportunities;
2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
3. Data on attempts to affirmatively further fair housing.

H. Program income shall be reported to the County within ten (10) days of receipt by the City. The County, at its option and/or as directed by HUD, may apply reported program income to the next City Project(s) requesting a disbursement of funds. Any monies received as a repayment of an investment of HOME funds from a project terminated prior to completion, if drawn from the Federal Treasury, must be returned to the County so that it may be returned to the Federal Treasury as required by 24 CFR 92.503(b). The County will advise the City of any Project fund

adjustment resulting from application of program income.

I. Any material breach of the terms of this section shall result in forfeiture of those HOME Program funds improperly used, as determined by the County.

J. Upon the expiration or revocation of this Agreement, the City shall transfer to the County any unexpended HOME and/or LIHTF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME and/or LIHTF Program funds.

K. For each qualified Project receiving HOME funds pursuant to this agreement, the City shall establish a term of affordability. The City agrees to establish this term of affordability for the qualified Projects in accordance with HOME Program regulations, Section 92.252, and Section 92.254, if applicable.

L. For each qualified Project receiving LIHTF funds pursuant to this agreement, the City shall establish the term of affordability as the minimum established by the Nevada Administrative Code or the term of the loan, whichever is longer.

M. The City agrees that any sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property will be treated in accordance with 24 CFR Part 92.503. If NHD is the source of the HOME funds the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be returned to be reinvested in other affordable housing units.

N. The City agrees that any sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of LIHTF Funds previously invested in the property be returned to the County to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

O. The City agrees to maintain, and shall require subgrantees to maintain, the qualified Projects funded pursuant to this agreement in accordance with Housing Quality Standards established by HUD for the Section 8 Program, and, if applicable, local housing code requirements for the duration of this Agreement. The City further agrees that, during the Period of Affordability, it will inspect HOME-assisted rental projects regularly to ensure that they continue to meet or exceed the property standards outlined in 24 CFR 92.251. Section 92.504 (d)(1) of the HOME final rule establishes a schedule for on-site inspections based on the total number of units in the project (i.e. not only Home-assisted units). The schedule is as follows:

1. Projects containing one to four units must be inspected every three years;
2. Five to twenty-five unit projects must be inspected every two years; and
3. Projects with twenty-six or more units must be inspected annually.

The City agrees to conduct inspections in conformance to Section 92.504 (d)(1), requiring "a

sufficient sample" of units, by following the schedule recommended by the Office of Affordable Housing that suggests inspecting fifteen to twenty percent of the HOME-assisted units in a project, and a minimum of one unit in every building. For larger projects of twenty-six or more units, a sample of ten to fifteen percent of units is sufficient. If compliance problems are identified in sample units, the City should inspect the remaining units to ensure that all HOME-assisted units comply with established property standards.

P. The City agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program) and as described in the Clark County HOME Program Guide.

Q. The City agrees that the duration of this Agreement is the longest Period of Affordability used in any Project receiving funds pursuant to this agreement, commencing from the initial date of payment of HOME and/or LIHTF funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254.

R. The City agrees that, for the duration of this Agreement, Project will be operated in compliance with HOME Program requirements, specifically those contained in 24 CFR 92.250-92.258, Subpart F.

S. In conjunction with the acquisition and/or rehabilitation performed during the Project, the City agrees to minimize displacement or dislocation of current tenants by honoring all leases in force at the time this Agreement is executed, by referring eligible dislocated tenants to the City of Las Vegas Housing Authority, and to assist with their relocation per 24 CFR 92.353.

T. Should any tenants or owners be displaced as a result of the acquisition, demolition and/or rehabilitation of any Property, the City agrees to provide advance notice to the County prior to committing funds to the project and to insure compliance with 49 CFR 92.353.

U. All leases with tenants living in HOME-assisted units shall be for not less than twelve months, unless otherwise mutually agreed upon by tenant and landlord, and all such leases must comply with the requirements set forth in 24 CFR 92.253.

V. The City agrees, and shall require any subgrantee to agree, to use qualified housing inspectors to perform an initial housing quality inspection of any qualified Project prior to occupancy by HOME Program tenants, or with the replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when applicable.

W. The City agrees, and shall require any subgrantee to agree, to re-certify Project tenant's, if applicable, HOME Program eligibility at least annually as required by HUD regulations.

IV. Financial Management

A. The City agrees to comply with the requirements of the United States Office of

Management and Budget (OMB) Circular No. A-110, "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and its relevant attachments "B", "F", "H" (paragraph 2 only), and "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations", and/or OMB Circular No. A-133, if applicable.

B. The City agrees that all reimbursable costs of the Project shall be kept in a manner that insures compliance with 49 CFR 92.504 and 49 CFR 92.353.

C. The City agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the County.

D. The City agrees that it may not request disbursement of funds under the Agreement until the required agreements are properly executed and until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Disbursement under this Agreement will be made only when the total amount of eligible reimbursable expenses for an individual project exceeds \$1,000, excepting for the final request for payment for such a project. If Subrecipient requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses for that project exceeds \$1,000.

County will make reimbursement to the City on a monthly basis, paying all allowable Project costs for which properly receipted bills have been presented. The City agrees to submit requests for reimbursement on a regular and consistent schedule.

E. Notwithstanding any provision of this Agreement, the City agrees and acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The City further agrees that the provision of any funds to the Project is conditioned on the County's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review.

F. The City agrees, and shall require any subgrantee to agree, that it is prohibited from undertaking or committing any funds to Projects involving physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to receiving environmental clearance and that violation of this provision may result in the denial of any funds under this agreement to the Project.

V. Modification or Revocation of Agreement

A. The parties agree to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal statutes or regulations. City agrees to be bound by any such amendments or revisions.

B. In the event that any of the HOME Program funds for any reason are terminated or withheld from the County or otherwise not forthcoming, the County may revoke this Agreement.

C. If the City fails to fulfill in a timely and proper manner its obligations under this Agreement, the County may suspend or terminate this Agreement in accordance with 24 CFR 85.44. The City shall have the right to appeal any suspension or termination of this in a hearing before the Clark County Board of Commissioners.

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PASSED, ADOPTED, and APPROVED this _____ day of _____, 200_.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By _____
CHIP MAXFIELD, CHAIR

ATTEST:

SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

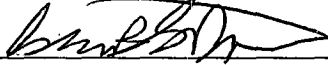
APPROVED AS TO FORM:

DAVID ROGER
DISTRICT ATTORNEY

By 
STEVEN SWEIKERT, Deputy District Attorney

PASSED, ADOPTED, and APPROVED THIS 17th DAY OF March 2004

CITY COUNCIL OF THE
CITY OF LAS VEGAS

By 
OSCAR GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

BRADFORD JERBIC
City Attorney

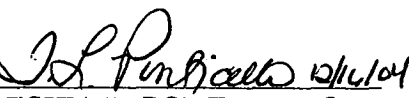
By 
TERESITA L. PONTICELLO, Deputy City Attorney

EXHIBIT A

DESCRIPTION OF PROJECT

Subject to this Interlocal Agreement; the Interlocal Agreement between the County and the City entered into on May 15, 2002, Exhibit "B"; and 24 CFR Sections 92.205 through 92.209 of the HOME regulations, the County shall provide to the City and the City may spend up to \$4,434,012 as the City's share of the combined 2004 HOME/LIHTF Consortium funds. The table below provides an estimation of the City's anticipated expenditures:

Program Description	Grant Allocation
HOME Investment Partnership Act (HOME)	
Federal HOME Funds	\$2,554,221
FY 2003 ADDI	142,205
FY 2004 ADDI	167,806
State of Nevada HOME Funds	\$468,813
Total HOME Funds	\$3,333,045
State of Nevada Low Income Housing Trust Fund (LIHTF)	
Total LIHTF Funds	\$1,100,966
Total FY 2004 HOME/LIHTF Funds	\$4,434,011
Federal and State HOME and LIHTF Allocations	
HOME / LIHTF Subrecipient Allocations	\$1,140,300
Las Vegas Housing Rehabilitation Program	\$400,000
Homebuyers Assistance Program (incl. ADDI)	\$710,011
Las Vegas Tenant Based Rental Assistance	\$300,000
Future CLV Veterans and Senior Housing	\$1,628,278
City of Las Vegas HOME Administration	\$255,422
Total HOME / LIHTF Allocations	\$4,434,011

EXHIBIT B
INTERLOCAL AGREEMENT

INTERLOCAL COOPERATIVE AGREEMENT
FOR DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOME INVESTMENT PARTNERSHIPS PROGRAMS

THIS AGREEMENT is made and entered into by and among the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as the "COUNTY", the incorporated City of Las Vegas, a municipal corporation of the State of Nevada and located within the boundaries of the County of Clark, and the incorporated City of North Las Vegas, a municipal corporation of the State of Nevada and located within the boundaries of the County of Clark, (hereinafter the City of Las Vegas and the City of North Las Vegas are referred in the singular as "Metropolitan City" or collectively as "Metropolitan Cities").

WITNESSETH:

WHEREAS, the COUNTY and the Metropolitan Cities are desirous of joint participation in HUD housing programs; and

WHEREAS, it is necessary to enter into a Cooperative Agreement to meet the requirements of the National Affordable Housing Act of 1990 and subsequent amendments for its various housing related programs; and

WHEREAS, the COUNTY and the Metropolitan Cities are public agencies under the provisions of Section 277.110 of the Nevada Revised Statutes, and each is authorized by law to enter into joint powers agreements; and

WHEREAS, the COUNTY and the Metropolitan Cities are individually authorized by law to engage in housing and community development activities; and

WHEREAS, the COUNTY and the Metropolitan Cities do hereby find and determine that it is in the best interest of the residents of the unincorporated area of the COUNTY and the residents of the incorporated areas of the Metropolitan Cities that housing and community development activities be performed jointly in accordance with the provisions of this Agreement; and

WHEREAS, the United States Congress and the Department of Housing and Urban Development (HUD) encourage the development of consortium agreements to facilitate and qualify for entitlement programs; and

WHEREAS, it is mutually beneficial to each of the parties hereto for the COUNTY to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinance and state and federal law; and

WHEREAS, HUD has indicated that the unincorporated areas of Clark County and the Cities of Mesquite and Boulder City are eligible to become an "Urban County", and subject to joining that Community Development Urban County Consortium, to join with the Metropolitan Cities of Las Vegas and North Las Vegas as an Urban County Joint HOME Entitlement Recipient to form a consortium consisting of the participating members.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The purpose of this Agreement is to form a Consortium ("HOME Consortium") among the COUNTY and the Metropolitan Cities for the purpose of applying jointly for federal funding under the HOME Investment Partnership Program ("HOME Program"). A Metropolitan City may join this HOME Consortium by adopting this Agreement. Parties agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.

2. The COUNTY, as an Urban County, is hereby designated as the lead sponsoring agency to administer and implement the HOME Program and is authorized to act in a representative capacity for all member units of general local government and to apply on behalf of the consortium for federal funding under the HOME Program. The COUNTY will be the "Participating Jurisdiction" in the HOME Program and as such, will be the point of sole contact with HUD on issues concerning the HOME Program. The COUNTY will be responsible for any reporting requirements relative to the HOME Program and will assume overall responsibility to ensure that the consortium's HOME Program is carried out in compliance with all federal requirements of that program.

3. The Metropolitan Cities agree that the COUNTY is hereby delegated authority to carry out activities which will be funded under annual HOME appropriations from Federal Fiscal Years 2003, 2004, and 2005, and from any program income generated from the expenditure of such funds within their jurisdiction in accordance with the approved HOME Program application and any HUD grant award conditions. It is understood that the COUNTY will delegate to each Metropolitan City the primary responsibility for developing, planning, and executing program activities within their respective jurisdictions, as appropriate and in accordance with the HOME Program application or statement of projects approved by HUD.

4. Each Metropolitan City agrees to provide to the COUNTY all the necessary information to prepare the required HOME Program grant application as part of the annual HUD Consolidated Plan update, complete the federal reporting requirements, and successfully closeout the related HOME Program projects, pursuant to HUD requirements.

5. The parties agree to comply with all the citizen participation requirements of the HOME Program.

6. It is understood that the COUNTY will be responsible for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350 (a) (5) and the Metropolitan Cities agree to provide all the necessary information for this planning document from currently available sources, participate as needed in the citizen participation process, and the Consortium will collectively develop the strategy for addressing affordable housing needs in the Consortium Community. Each Metropolitan City will provide up to two members for the HCP Technical Planning Committee for annual updates to this document. These representatives will be designated by the respective City Manager for the Metropolitan City and will serve to provide input into the study and serve in a liaison capacity for their Metropolitan City. All parties hereto agree to abide by the terms and conditions of an approved application or statement for the HOME funds and the HUD Consolidated Plan and Annual Plans as submitted to HUD.

7. Funds for the HOME Program will be distributed such that each party hereto will be guaranteed the same percentage of the total HOME Program monies as each party currently receives under its existing Community Development Block Grant (CDBG) funds against the combined total CDBG funds received. This figure will be annually derived by using that percentage of the total amount received by each Metropolitan City and the COUNTY for the most recent CDBG allocation granted by HUD for their entity.

8. Annually the COUNTY and the Metropolitan Cities will each reserve 15% of their HOME share allocation to fund Community Housing Development Organizations (CHDOs) to undertake CHDO-eligible projects (CHDO Set-aside) in their respective jurisdictions. The COUNTY and the Metropolitan Cities may also provide a maximum of 5% of their HOME share allocation to pay operating support to CHDO's (CHDO Operating). The Metropolitan Cities may provide funds directly to existing COUNTY-certified CHDOs. As necessary or desirable, the Metropolitan Cities shall identify and evaluate organizations undertaking CHDO eligible activities in their jurisdictions and petition the COUNTY to designate the recommended organizations as certified CHDOs. The Metropolitan Cities shall commit their annual allocation of CHDO Set-aside funds by written agreement to specific projects no later than 12 months from the end of the month in which the COUNTY signs the annual Interlocal Agreement to Award HOME/LIHTF Funds. CHDO set-aside funds not committed to CHDOs within the 12 months shall automatically revert back to the COUNTY for utilization by the COUNTY to meet the Consortium's HOME CHDO requirement.

9. The balance of the COUNTY's allocated share of HOME Program funds will be disbursed in a County-wide application process for additional housing projects for the Cities of Mesquite

and Boulder City, unincorporated Clark County, nonprofit agencies, housing authorities, any newly incorporated cities, COUNTY administered projects, projects funded jointly with the Metropolitan Cities after they have exhausted their own allocations and/or for other purposes necessary to fulfill the HOME or LIHTF program requirements. These funds will be under the direct control of the COUNTY and utilized, wherever possible, on a "first come-first served basis."

10. Should a Metropolitan City be unable or unwilling to fully commit the non-CHDO portion of their allocation by written agreement and/or by requesting set-up in HUD's Integrated Disbursement and Information System (IDIS) within 20 months of signing the annual Interlocal Agreement to Award HOME/LIHTF Funds, these unallocated monies shall be returned to the Entitlement Fund for utilization by the other entities as stated above. The Metropolitan Cities shall expend the full amount of each annual allocation within 48 months of signing the annual Interlocal Agreement to Award HOME/LIHTF Funds. Any funds remaining unexpended after the 48 month period shall be returned to the Entitlement Fund for utilization by the other entities as stated above. The Metropolitan Cities may, at their own discretion, return the balance of their uncommitted or unexpended funds to the COUNTY, prior to the established periods, for reallocation to projects of general community-wide importance.

11. The duration of this Agreement will be for the time period covered under the HOME Program grant awards for Federal Fiscal Years 2003, 2004, and 2005, and the period to either closeout those grants pursuant to 24 CFR 92.507 or the termination of the program by HUD.

12. Subject to the current federal HOME regulations then in existence, each entity will reserve unto itself any portion of their allocation for eligible HOME Program administrative costs.

13 It is understood that the COUNTY will be the Grantee or "Participating Jurisdiction" and that the Metropolitan Cities shall not be entitled to make separate application for HOME Program funds directly to HUD. As part of the HOME Consortium, the COUNTY shall make application to the State of Nevada on their behalf for any HOME funds allocated to the State by federal legislation, and any Low Income Housing Trust Fund monies approved by the State of Nevada for those entities. These monies will then be allocated according to Section 7. Nothing herein shall be construed as limiting in any manner the powers of any of the respective parties to initiate and complete a local housing project within their own respective jurisdictions with their own funds.

14. Each Metropolitan City agrees to provide all program income earned from HOME funded projects within their respective jurisdiction within 60 days to the COUNTY. The COUNTY agrees to

credit these funds to the reserves for the Metropolitan Cities, where such funds were derived from projects in their jurisdictions. The parties agree that any program income generated may be used only for eligible activities in accordance with all HOME Program requirements as may then apply. The parties agree that the COUNTY and the Metropolitan Cities have joint responsibility for monitoring and reporting to HUD on the use of any such program income. Each Metropolitan City agrees to maintain appropriate records and to report necessary information to the COUNTY on a quarterly basis and as may be needed for this purpose.

In the event that a Metropolitan City elects not to continue its participation in a future HOME Consortium beyond the term of this Agreement, the COUNTY agrees to waive its right to the HOME program income funds against that Metropolitan City share, provided that the entity continues to participate in its own HOME Program and that it administers such HOME funds pursuant to the federal requirements. The COUNTY also agrees to transfer to the City any remaining encumbered or unencumbered balance of funds reserved to them from either federal or state sources, pursuant to federal regulations and procedures.

15. The COUNTY agrees to prepare the grant application and develop the required reports for HUD as well as coordinate all the financial services for the Metropolitan Cities for the HOME Program for the life of the grant. The COUNTY will account for these monies in a separate departmental account and will be responsible for setting up the HUD project accounts and drawing down all the necessary funds from HUD and accounting for these funds for this federal program. The COUNTY shall make weekly drawdowns for the HOME Program and the COUNTY shall pay the invoices submitted by the Metropolitan Cities in a timely manner.

16. The parties acknowledge that all signatories are fiscally responsible and that the COUNTY shall be reimbursed for any questioned costs proven to be mis-spent arising out of any project administered by the Metropolitan Cities. The parties agree that the COUNTY shall be the governmental entity required to execute any grant agreement received pursuant to its application or statement, and that the COUNTY shall thereby become legally liable and responsible thereunder for the proper performance of the Plan and Program. Each party to this Agreement agrees to hold the other members of the Consortium harmless from any loss, damage or liability arising out, or resulting from, that party's performance or failure to carry out the HOME Program requirements. Each Metropolitan City agrees to fully cooperate with the COUNTY in all efforts hereunder and to assist in doing any and all things required and appropriate to comply with the provisions of any grant agreement received by the COUNTY pursuant to the National Affordable Housing Act of 1990 and its regulations. Each Metropolitan City agrees to cooperate with the COUNTY to undertake or to assist in undertaking housing assistance activities for the

HOME Program.

17. The HOME Urban County program participants shall affirmatively further fair housing within their respective jurisdictions and each entity shall support, subject to any limitations of State law, cooperative efforts to expand and maintain the community's supply of affordable housing. Any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the consortium members actions to comply with its fair housing certification shall be prohibited from receiving HOME Consortium funding. The COUNTY as "Participating Jurisdiction" shall notify the designated City within 30 days of funding cutoff to provide the Metropolitan City with an opportunity of rectifying or correcting the identified fair housing deficiency.

A Metropolitan City may appeal COUNTY's notice to HUD for its official review. During this HUD appeal period, COUNTY may withhold that Metropolitan City's HOME Program funds, and following HUD decision, COUNTY may reprogram said funds or release the funds to the Metropolitan City pursuant to HUD instructions.

18. All records of the COUNTY and the Metropolitan City related to this application or statement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, COUNTY, and/or the Metropolitan City auditors, during normal business hours.

19. This Agreement shall be binding upon the parties hereto and their successors and assigns.

20. The Cities of Boulder City and Mesquite shall be considered part of this HOME Consortium pursuant to HUD regulations, should they elect to participate in the Urban County CDBG program.

21. The parties to this Agreement agree to abide by all the HUD regulations governing HOME, and to provide replacement match monies or other eligible contributions to this federal grant should it be determined that all or a portion of a project match does not comply with the HUD requirements for a project authorized from its respective HOME allocation. Each party shall be responsible for providing the match required for their respective grant allocations, including providing any required match to any Community Housing Development Organization (CHDO) or nonprofit agency to which funds are allocated. The required match for each Metropolitan City shall be the responsibility of that entity and at the end of the reporting period each Metropolitan City will pay the COUNTY for their match or provide adequate and sufficient documentation, in accordance with HUD's HOME regulations, detailing their match contribution. Should a Metropolitan City be unwilling or unable to provide the required HOME grant match

against its share for a particular Federal Fiscal Year HOME grant, the COUNTY reserves unto itself the former allocation for use in the county-wide HOME application process, provided adequate match can be identified for those additional funds by the COUNTY and any other participating Metropolitan City.

22. The parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the nondiscrimination and equal opportunity requirements set out in the HUD regulations in the National Affordable Housing Act. These regulations include:

A. The requirements of the Fair Housing Act, 42 CFR 3601-20, and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and implementing regulations at 24 CFR Part 1;

B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the regulations at 24 CFR 146;

C. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;

D. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;

E. The requirements of section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Projects); and

F. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprises, and 12138 regarding Women's Business Enterprise, and regulations S. 85.36(e) and of section 281 of the National Affordable Housing Act.

23. The parties agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME projects, when the HOME assisted housing contains 5 or more units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from

HOME funds.

24. The COUNTY, as the Participating Jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such projects as Federal projects in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for Public Notice and the Request for Release of Funds. Each Metropolitan City agrees not to incur, nor authorize any subrecipient or subgrantee to incur, any eligible expenditures for HOME activities, pursuant to federal regulations, until this environmental review process has been completed. Should it be determined that an entity has incurred such expenses in violation of the NEPA requirements, such entity will be responsible for repaying the full costs for such future HUD designated questioned costs. Each Metropolitan City agrees to complete the environmental review process for their own projects and to provide all necessary back up documentation to the COUNTY in order for the COUNTY to complete its overall responsibility for this environmental review process.

25. The parties agree to abide by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.

26. The parties agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128) as it applies to this HOME Program.

27. This Agreement covers the HOME qualification period for the HOME Program for the 2003, 2004, and 2005 fiscal years. The Consortium Agreement shall remain in effect until the HOME funds from each of the Federal fiscal years of the qualification period are closed out pursuant to 24 CFR 92.507. No Consortium member may withdraw from the Agreement while the Agreement remains in effect.

28. The program year start date for the Consortium and that of all the units of general local government that are members of the Consortium shall be July 1 for the Community Development Block Grant, HOME Investment Partnerships, Emergency Shelter Grant, and Housing Opportunities for Peoples with Aids (HOPWA).

29. The parties agree to work cooperatively to generate more affordable housing in the community in accordance with the Clark County HUD Consolidated Plan, and any Annual Plans approved by HUD.

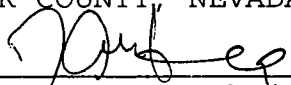
30. Each Metropolitan City agrees to authorize the COUNTY to amend this Agreement on behalf of the entire Consortium to add new members to the Consortium, should additional cities become incorporated during the 2003-2005 period, or should an existing

eligible Metropolitan City request to join in a subsequent year during this 2003-2005 period. As a precondition to membership in the HOME Consortium, the new party must agree to be bound by the current requirements of this Agreement.

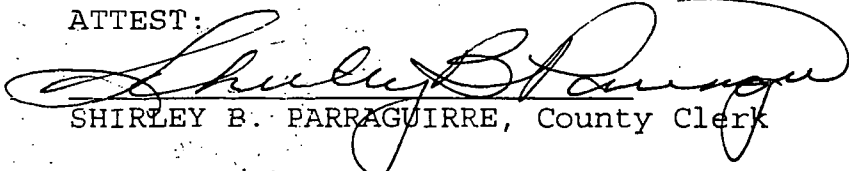
IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed by their duly authorized officers. Signatory approval by an entity to this Agreement represents a legal obligation by that governmental body to be a part of the HOME Consortium and to abide by the above provisions.

PASSED, ADOPTED, AND APPROVED this 21 day of May,
2002.

BOARD OF COUNTY COMMISSIONERS OF
CLARK COUNTY, NEVADA

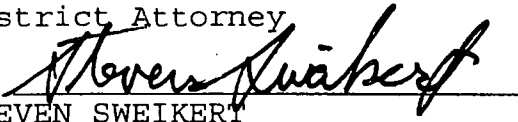

DARIO HERRERA, Chairman

ATTEST:


SHIRLEY B. PARRAGUIRRE, County Clerk

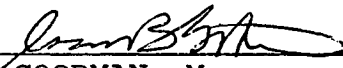
APPROVED AS TO FORM:

STEWART BELL
District Attorney

By 
STEVEN SWEIKER
Deputy District Attorney

PASSED, ADOPTED, and APPROVED THIS 15th day of May,
2002.

CITY COUNCIL OF
CITY OF LAS VEGAS



OSCAR GOODMAN, Mayor

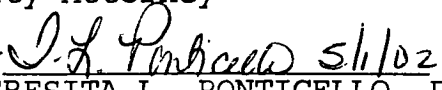
ATTEST:



BARBARA JO RONEBUS, City Clerk

APPROVED AS TO FORM: By: Beverly K. Bridges
Chief Deputy City Clerk

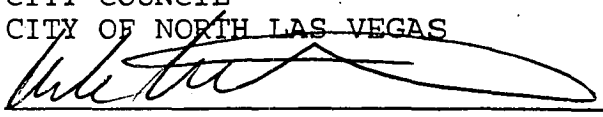
BRADFORD R. JERBIC
City Attorney

By: 

TERESITA L. PONTICELLO, Deputy City Attorney

PASSED, ADOPTED, AND APPROVED THIS 15th day of May,
2002.

CITY COUNCIL
CITY OF NORTH LAS VEGAS


MICHAEL L. MONTANDON, Mayor

ATTEST:


EILEEN SEVIGNY, City Clerk

APPROVED AS TO FORM

SEAN T. MCGOWAN
City Attorney

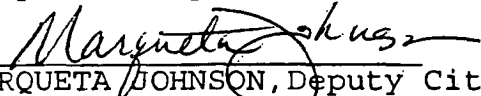
By 
MARQUETA JOHNSON, Deputy City Attorney

EXHIBIT C

INCOME ELIGIBILITY AND RENT LIMITS FOR THE HOME PROGRAM

HOME PROGRAM INCOME GUIDELINES
U.S. Department of Housing and Urban Development (HUD) HOME Program Limits (February, 2004)
and HHS Poverty Limit

FAMILY SIZE

INCOME NOT TO EXCEED

1	POVERTY	9,310
	30%	11,850
	50%	19,800 (Very Low-Income)
	60%	23,760
	80%	31,650 (Low-Income)
2	POVERTY	12,490
	30%	13,550
	50%	22,600 (Very Low-Income)
	60%	27,120
	80%	36,150 (Low-Income)
3	30%	15,250
	POVERTY	15,670
	50%	25,450 (Very Low-Income)
	60%	30,540
	80%	40,700 (Low-Income)
4	30%	16,950
	POVERTY	18,850
	50%	28,250 (Very Low-Income)
	60%	33,900
	80%	45,200 (Low-Income)
5	30%	18,300
	POVERTY	22,030
	50%	30,500 (Very Low-Income)
	60%	36,600
	80%	48,800 (Low-Income)
6	30%	19,650
	POVERTY	25,210
	50%	32,750 (Very Low-Income)
	60%	39,300
	80%	52,540 (Low-Income)
7	30%	21,000
	POVERTY	28,390
	50%	35,050 (Very Low-Income)
	60%	42,060
	80%	56,050 (Low-Income)
8	30%	22,350
	POVERTY	31,570
	50%	37,300 (Very Low-Income)
	60%	44,760
	80%	59,650 (Low-Income)

HOME PROGRAM RENT LIMITS

U.S. Department of Housing and Urban Development (HUD) HOME Program Limits (February, 2004)

<u>UNIT SIZE</u>	<u>MAXIMUM RENTS</u>	
Efficiency	LOW HOME RENT	495
	HIGH HOME RENT	606
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	606
	50% RENT LIMIT	495
	65% RENT LIMIT	622
1 - Bedroom	LOW HOME RENT	530
	HIGH HOME RENT	668
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	719
	50% RENT LIMIT	530
	65% RENT LIMIT	668
2 - Bedroom	LOW HOME RENT	636
	HIGH HOME RENT	804
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	856
	50% RENT LIMIT	636
	65% RENT LIMIT	804
3 - Bedroom	LOW HOME RENT	734
	HIGH HOME RENT	921
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	1191
	50% RENT LIMIT	734
	65% RENT LIMIT	921
4 - Bedroom	LOW HOME RENT	818
	HIGH HOME RENT	1007
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	1407
	50% RENT LIMIT	818
	65% RENT LIMIT	1007
5 - Bedroom	LOW HOME RENT	904
	HIGH HOME RENT	1093
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	1618
	50% RENT LIMIT	904
	65% RENT LIMIT	1093
6 - Bedroom	LOW HOME RENT	988
	HIGH HOME RENT	1180
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	1829
	50% RENT LIMIT	988
	65% RENT LIMIT	1180

NOTE: RENTS MUST BE ADJUSTED FOR TENANT PAID UTILITIES

EXHIBIT D-1

SAMPLE DEED OF TRUST
Federal and State HOME Funds

SHORT FORM DEED OF TRUST
"FEDERAL AND STATE HOME FUNDS"
(Note not set out)

THIS DEED OF TRUST, made this _____ day of _____, A.D., 200_, between _____, herein called TRUSTOR, whose address is _____, and Clark County, herein called TRUSTEE, whose address is 500 South Grand Central Parkway, PO Box 551212, Las Vegas, Nevada 89125, and Clark County Community Resources Management Division, Department of Finance, herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Clark County, Nevada described as:

The parties agree that Trustor shall abide by the terms of the Resolution signed with Clark County, Nevada on the ____ day of _____, A.D., 20___. Trustor agrees to operate the above described property solely to supply decent, safe, and sanitary rental housing for HOME Program eligible tenants. Trustor agrees to maintain and operate the above described property as a drug-free environment. Trustor agrees to operate the above described property as Affordable Housing for renters per HOME Program regulations for a period of _____ years from the execution of the final disbursement of funds to the Trustor. Trustor agrees to abide by the HOME Program rules, specifically 24 CFR 92. Trustor agrees not to encumber the property during the Period of Affordability, except for its standard senior and junior deeds of trust required for construction and permanent financing, without the express, written consent of Trustee.

Trustor agrees to repay to the Beneficiary \$_____ in HOME Program funds if the affordable housing units, or any portion thereof, are subleased without prior written approval of Trustee or through foreclosure, sale, or other circumstances Trustor loses legal possession of the property during the Period of Affordability.

Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made, or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

Any award of damages in connection with any condemnation for public use of or injury to any property or any part hereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

Acceptance by Beneficiary of any sum in payment of any indebtedness occurred hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereof; or join in any extension agreement or subordination agreement in connection herewith.

The following covenants, Nos. 4 (0%), 5, 7 (0%), and 8 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

INSERT NAME OF ORGANIZATION BY:

INSERT NAME
INSERT TITLE

State of Nevada)
County of Clark)

On this _____ day of _____, A.D., 200_, before me, the undersigned, a Notary Public in and for said county and State, personally appeared *INSERT NAME* as *INSERT TITLE*, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he/she executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

ORDER NO. _____

WHEN RECORDED MAIL TO:

Douglas R. Bell, Manager
Community Resources Management Division
500 South Grand Central Parkway
PO Box 551212
Las Vegas, Nevada 89155-1212

EXHIBIT D-2

SAMPLE DEED OF TRUST
LIHTF Funds

SHORT FORM DEED OF TRUST
"LIHTF FUNDS"
(Note not set out)

THIS DEED OF TRUST, made this _____ day of _____, A.D., 200_, between _____, herein called TRUSTOR, whose address is _____ and Clark County, herein called TRUSTEE, whose address is 500 South Grand Central Parkway, PO Box 551212, Las Vegas, Nevada 89155-1212, and Clark County Community Resources Management Division, Department of Finance, herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Clark County, Nevada described as:

The parties agree that Trustor shall abide by the terms of the contract signed with the Trustee on the _____ day of _____ A.D. 200_. Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for Low Income Housing Trust Fund (LIHTF) Program eligible tenants. Trustor agrees to maintain and operate the above-described property as a drug-free environment. Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable LIHTF Program regulations for a period of **thirty (30) years** or transfer of title from Trustor, whichever is longer, from the date of execution of this agreement. Trustor agrees to abide by the LIHTF Program rules, specifically the statutes and regulations of the Nevada Revised Statutes, the Nevada Administrative Code, and 24 CFR 92. Trustor agrees not to encumber the property during the Period of Affordability, except for its standard senior and junior deeds of trust required for construction and permanent financing, without the express, written consent of Trustee.

Trustor agrees to repay to the Beneficiary \$_____ in LIHTF Program funds if the LIHTF-assisted affordable housing units, or any portion thereof, are subleased without prior written approval of Trustee or through foreclosure, sale, or other circumstances Trustor loses legal possession of the property (i.e. fully recapturable).

Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made, or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

Any award of damages in connection with any condemnation for public use of or injury to any property or any part hereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

Acceptance by Beneficiary of any sum in payment of any indebtedness occurred hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereof; or join in any extension agreement or subordination agreement in connection herewith.

The following covenants, Nos. 4 (0%), 5, 7 (0%), and 8 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

INSERT NAME OF ORGANIZATION

BY: _____

INSERT NAME
INSERT TITLE

State of Nevada)
County of Clark)

On this _____ day of _____, A.D., 200__, before me, the undersigned, a Notary Public in and for said county and State, personally appeared *INSERT NAME* as *INSERT TITLE*, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

ORDER NO. _____

WHEN RECORDED MAIL TO:

Douglas R. Bell, Manager
Community Resources Management Division
500 Grand Central Parkway
PO Box 551212
Las Vegas, Nevada 89155-1212

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on a conditional allocation of \$916,000 of FY04/05 Housing Opportunities For Persons With Aids (HOPWA) grant funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$16,490 of FY03/04 Reprogrammed HOPWA grant funds - All Wards

Fiscal Impact☐**No Impact****Amount: \$932,490**☒**Budget Funds Available****Dept./Division: Neigh. Svcs./Neigh. Devel.**☐**Augmentation Required****Funding Source: HUD-HOPWA****PURPOSE/BACKGROUND:**

For FY04/05, the city of Las Vegas has been notified by the United States Department of Housing and Urban Development (HUD) that the City will receive \$916,000 in Housing Opportunities for Persons with Aids (HOPWA) funds and reprogrammed funding of \$16,490. NDD staff shall complete all HUD required Environmental Reviews. No project may commit and/or expend any funds prior to compliance with part 58 and final notification by NDD staff.

RECOMMENDATION:

Staff recommends City Council approve the HOPWA allocations recommended by the Community Development Recommending Board and authorize the Mayor to execute the agreements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. FY2004-2005 HOPWA Applicants and CDRB Recommendations

MOTION:**REESE – APPROVED – UNANIMOUS****MINUTES:**

See Item 80 for discussion.

(11:15 – 11:39/2:14)

2-1184/4-192

AGENDA MEMO

*Worksheet
Not a part of
the minutes*

CITY COUNCIL MEETING DATE: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on a conditional allocation of \$916,000 of FY04/05 Housing Opportunities For Persons With Aids (HOPWA) grant funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$16,490 of FY03/04 Reprogrammed HOPWA grant funds - All Wards

SUMMARY NARRATIVE OF TOTAL ALLOCATION

Aid For AIDS of Nevada (AFAN) – Housing Coordinator	\$30,000 ✓
Aid For AIDS of Nevada (AFAN) – Short Term Rental Assistance	\$108,644 ✓
Caminar – Property Management	\$181,213 ✓
Caminar – Satellite Assisted Independent Living Program	\$100,000 ✓
Diversity Leadership Institute	\$180,000 ✓
HELP of Southern Nevada – Affordable Housing Database	\$38,153 ✓
HELP of Southern Nevada – Emergency Resources Services	\$40,000 ✓
NALA – HOPWA Housing Services	\$132,000 ✓
Salvation Army – Mesquite	\$50,000 ✓
Women's Development Center	\$45,000 ✓

Pursuant to HUD regulations, the administration of Housing Opportunities for Persons With AIDS (HOPWA) funds and regulatory compliance, comprise 3% of the Entitlement Fund (\$27,480).

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on a conditional allocation of \$916,000 of FY04/05 Housing Opportunities For Persons With Aids (HOPWA) grant funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$16,490 of FY03/04 Reprogrammed HOPWA grant funds - All Wards

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Women's Development Center	\$45,000

Pursuant to HUD regulations, the administration of Housing Opportunities for Persons With AIDS (HOPWA) funds and regulatory compliance, comprise 3% of the Entitlement Fund (\$27,480).

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
FY 2004-2005 HOPWA APPLICANTS AND CDRB RECOMMENDATIONS**

	APPLICANT	PROJECT/PROGRAM DESCRIPTION (Due to confidentiality, location is not released.)	AREA	AMOUNT REQUESTED	AMOUNT RECOMMENDED	TOTAL PROJECT COSTS	APPLICANTS CONTRIBUTIONS	PRIVATE/PUBLIC & OTHER FUNDING*
1	AFAN (Aid For AIDS of NV)	Housing Placement Coordinator, partial funding.	C l a r k C o u n t y , N V	30,000	\$ 30,000	41,200	11,200	
2	AFAN (Aid For AIDS of NV)	Short Term Rental Assistance - Housing assistance for HIV/AIDS clients while waiting for approval to receive Social Security disability.		211,704	\$ 108,644	375,000	163,296	\$491,031 - Ryan White
3	Caminar	Property/case management for permanent HIV/AIDS housing units and 24-hour case management access.		181,213	\$ 181,213	237,813	1,500	Ryan White - \$916,692, Tenant Rents - \$27,000, HUD/SHP Match - \$26,600, Private Contribution - \$1,500.
4	Caminar	Satellite Assisted Independent Living Program - Housing, travel to and from medical appointments, and case management.		216,204	\$ 100,000	282,026	3,000	Tenant Rents - \$59,760, Ryan White - \$916,692, Private contributions - \$3,100, Other Programs - \$21,805
5	Diversity Leadership Institute	Re-entry housing - Acquisition and master leasing of housing units for formerly incarcerated, low income HIV/AIDS clients		397,500	\$ 180,000	570,800	-	Ryan White - \$173,300
6	Help of Southern Nevada	Continuation and update of the affordable housing database, including designing a website for access by local agencies serving HIV/AIDS clients.		38,153	\$ 38,153	615,500	38,185	CDBG - \$105,000, Other Government - \$302,265, Private Contributions - \$95,050
7	Help of Southern Nevada	Emergency Resource Services - Food Vouchers for HIV/AIDS clients		40,000	\$ 40,000	615,500	38,185	CDBG - \$105,000, Other Government - \$302,265, Private Contributions - \$95,050
8	Nevada Association of Latin Americans (NALA)	Housing and supportive services - Rent, utility, food vouchers, information and referral assistance for clients affected by HIV/AIDS		132,000	\$ 132,000	157,489	-	Ryan White - \$39,188, Centralized Services - \$140,780, Outreach - \$22,000
9	Salvation Army, Mesquite	Housing/Utility assistance for HIV/AIDS clients in Mesquite.		67,890	\$ 50,000	131,690	63,800	
10	Women's Dev. Center	Affordable housing for people living with HIV/AIDS. Clients pay 30% of their income for rent, HOPWA picks up the rest.		45,000	\$ 45,000	51,000	6,000	
TOTAL				1,359,664	905,010			

* Ryan White Grant pays for primary medical care, nurse case management, dental and home health care, food, and emergency assistance.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Aid for AIDS of Nevada (AFAN)

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Aid for AIDS of Nevada (AFAN)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 2300 S. Rancho Dr., Suite 211, Las Vegas, NV, 89102.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$30,000.00** in HOPWA program funds to the PROJECT SPONSOR to provide housing information services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide housing information to low income clients.

Tasks to be Performed:

Provide housing information, placement assistance and advocacy for persons with HIV/AIDS.

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

Assist 750 clients with housing services and information.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

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

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

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

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

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

PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

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

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

12. **CONFIDENTIALITY 24 CFR 574.440**

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

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

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.

- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

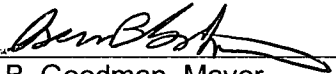
PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Aid for AIDS of Nevada (AFAN)

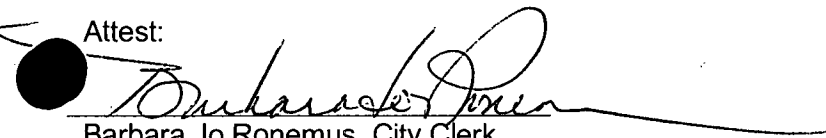


Oscar B. Goodman, Mayor



Caroline Ciocca, Executive Director

Attest:



Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

APPROVED AS TO FORM:



7/20/04

EXHIBIT "A"

Aid for AIDS of Nevada (AFAN)

Budget

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

Housing Information Services

\$ 30,000.00

TOTAL GRANT AWARD

\$30,000.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: Aid for AIDS of Nevada (AFAN)

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: Housing Placement Coordinator

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Aid for AIDS of Nevada (AFAN)	Phone: 3822326
Project: Housing Placement Coordinator	FAX: 3661609
Contact Person: Caroline Ciocca	e-mail: caroline@afanlv.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Information Services	\$30,000.00			
TOTAL	\$30,000.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Aid for AIDS of Nevada (AFAN)

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Aid for AIDS of Nevada (AFAN)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 2300 S. Rancho Dr., Suite 211, Las Vegas, NV, 89102.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$108,644.00** in HOPWA program funds to the PROJECT SPONSOR to provide housing assistance and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide financial assistance for clients who lack income.

Tasks to be Performed:

Rental/utility assistance to approx. 23 persons a month who are pending Social Security Disability and/or Supplemental Security Income. On average, these persons will wait from 6 to 12 months for their SSD or SSI approval.

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

Assist 20 clients per month for housing program eligibility requirements. Provide 23 clients per month assistance for stable housing and utilities while pending SSD or SSI.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 574.630**
PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**
PROJECT SPONSOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
8. **LEAD-BASED PAINT 24 CFR 574.635**
This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.
9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.
10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**
PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.
11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
12. **CONFIDENTIALITY 24 CFR 574.440**
PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR

receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

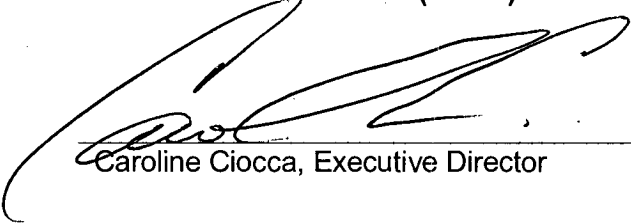
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

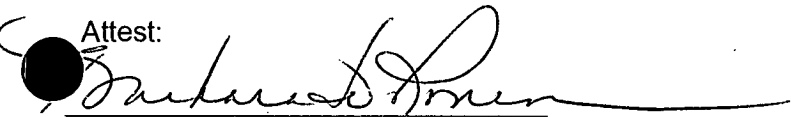
CITY OF LAS VEGAS

Aid for AIDS of Nevada (AFAN)


Oscar B. Goodman, Mayor


Caroline Ciocca, Executive Director

Attest:


Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

APPROVED AS TO FORM:



7/20/04

EXHIBIT "A"

Aid for AIDS of Nevada (AFAN)

Budget

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

Housing Assistance	\$98,866.00
Supportive Services	\$2,173.00
Administration (7%)	\$7,605.00
TOTAL GRANT AWARD	\$108,644.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: Aid for AIDS of Nevada (AFAN)

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: Short Term Rental Assistance

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Aid for AIDS of Nevada (AFAN)	Phone: 3822326
Project: Short Term Rental Assistance	FAX: 3661609
Contact Person: Caroline Ciocca	e-mail: caroline@afanlv.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Assistance	\$98,866.00			
Supportive Services	\$2,173.00			
Administrative Expenses (7%)	\$7,605.00			
TOTAL	\$108,644.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Caminar/CLC

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada; hereinafter referred to as "CITY", and **Caminar/CLC**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 3233 W. Charleston Blvd., Ste. 110, Las Vegas, NV, 89102.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$181,213.00** in HOPWA program funds to the PROJECT SPONSOR to provide for housing operations and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Housing for the disabled infected and affected by HIV/AIDS.

Tasks to be Performed:

Property Case Management for Residential Housing units for persons with HIV/AIDS including property maintenance, collections and repairs.

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

Property Case Management for Residential Housing units for 32 clients.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

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

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

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

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

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

PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

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

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

12. **CONFIDENTIALITY 24 CFR 574.440**

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

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

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.

- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

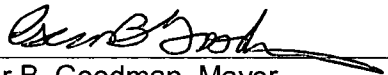
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

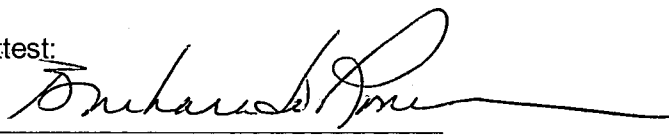
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Caminar/CLC


Oscar B. Goodman, Mayor


James Stamper, Executive Director

Attest: 
Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

APPROVED AS TO FORM: 
2/20/04

EXHIBIT "A"

Caminar/CLC

Budget

Caminar/CLC services will be provided in accordance with the following budget:

Housing Facility Operating Costs	\$168,528.00
Administration (7%)	\$12,685.00
TOTAL GRANT AWARD	\$181,213.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: Caminar/CLC

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: Property Case Management

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Caminar/CLC	Phone: 4716360
Project: Property Case Management	FAX: 4716367
Contact Person: James Stamper	e-mail: caminar@caminarclc.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Facility Operating Costs	\$168,528.00			
Administrative Expenses (7%)	\$12,685.00			
TOTAL	\$181,213.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Caminar/CLC

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Caminar/CLC**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 3233 W. Charleston Blvd., Ste. 110, Las Vegas, NV, 89102.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning; administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$100,000.00** in HOPWA program funds to the PROJECT SPONSOR to provide housing assistance and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Housing for the disabled infected and affected by HIV/AIDS.

Tasks to be Performed:

The Satellite Assisted Independent Living Program will provide safe, affordable housing, comfortable travel to and from medical and health related appointments, and case management for persons with disabilities infected and affected by HIV/AIDS.

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

Assist 17 clients/families who are not able to get apartment leases/utilities under their names. Obtain safe affordable residential settings for clients/families.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by PROJECT SPONSOR with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROJECT SPONSOR," that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;

5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 574.630**
PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**
PROJECT SPONSOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
8. **LEAD-BASED PAINT 24 CFR 574.635**
This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.
9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.
10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**
PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.
11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
12. **CONFIDENTIALITY 24 CFR 574.440**
PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.
13. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited

financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

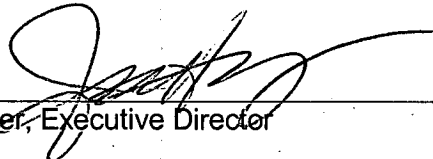
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

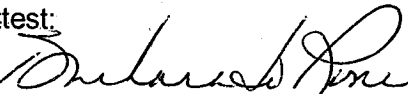
CITY OF LAS VEGAS

Caminar/CLC


Oscar B. Goodman, Mayor


James Stamper, Executive Director

Attest:


Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

APPROVED AS TO FORM:


4/20/04

EXHIBIT "A"

Caminar/CLC

Budget

Caminar/CLC services will be provided in accordance with the following budget:

Housing Assistance	\$75,000.00
Housing Facility Operating Costs	\$18,000.00
Administration (7%)	\$7,000.00
TOTAL GRANT AWARD	\$100,000.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: Caminar/CLC

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: Satellite Assisted Independent Living Program

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Caminar/CLC	Phone: 4716360
Project: Satellite Assisted Independent Living Program	FAX: 4716367
Contact Person: James Stamper	e-mail: caminar@caminarclc.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Assistance	\$75,000.00			
Housing Facility Operating Costs	\$18,000.00			
Administrative Expenses (7%)	\$7,000.00			
TOTAL	\$100,000.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Diversity Leadership dba Sista to Sista

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Diversity Leadership dba Sista to Sista**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 51 N Pecos Road, Suite 105, Las Vegas, NV, 89101.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$180,000.00** in HOPWA program funds to the PROJECT SPONSOR to provide housing assistance and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide affordable rental housing and supportive services to formerly incarcerated persons living with HIV/AIDS.

Tasks to be Performed:

Purchase housing units to provide housing for persons living with HIV/AIDS. Provide supportive services and transportation assistance for persons living with HIV/AIDS.

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

Purchase 6 housing units to provide housing for 10 persons living with HIV/AIDS.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

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

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

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

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

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

PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

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

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

12. **CONFIDENTIALITY 24 CFR 574.440**

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

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

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.

- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

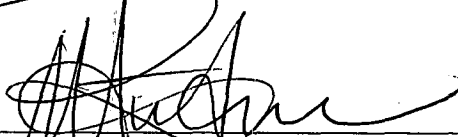
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Diversity Leadership dba Sista to Sista



Oscar B. Goodman, Mayor



Reva Anderson, Executive Director

Attest:



Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

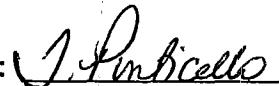
APPROVED AS TO FORM: 
7/20/04

EXHIBIT "A"

Diversity Leadership dba Sista to Sista

Budget

Diversity Leadership dba Sista to Sista services will be provided in accordance with the following budget:

Housing Acquisition	\$78,236.00
Housing Facility Operating Costs	\$44,764.00
Supportive Services	\$40,800.00
Other: Transportation	\$3,600.00
Administration (7%)	\$12,600.00
TOTAL GRANT AWARD	\$180,000.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: Diversity Leadership dba Sista to Sista

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: The Other Re-Entry Housing

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Diversity Leadership dba Sista to Sista	Phone: 6317708
Project: The Other Re-Entry Housing	FAX: 631-7723
Contact Person: Reva Anderson	e-mail: sistalvn@aol.com

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Acquisition	\$78,236.00			
Housing Facility Operating Costs	\$44,764.00			
Supportive Services	\$40,800.00			
Other: Transportation	\$3,600.00			
Administrative Expenses (7%)	\$12,600.00			
TOTAL	\$180,000.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
HELP of Southern Nevada

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **HELP of Southern Nevada**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 953 E. Sahara Ave., 35B208, Las Vegas, NV, 89104.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$38,153.00** in HOPWA program funds to the PROJECT SPONSOR to provide housing information services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Inform HIV/AIDS community regarding affordable housing units

Tasks to be Performed:

Maintain, update, and expand affordable housing database to provide housing information to HIV/AIDS clients and their families and other agencies. Expand website to include additional information of interest to HIV/AIDS clients.

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

Contact at least 6 HIV/AIDS service providers. Serve 900 clients through the program.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States; or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

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

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

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

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

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

PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

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

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

12. **CONFIDENTIALITY 24 CFR 574.440**

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

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

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.

- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

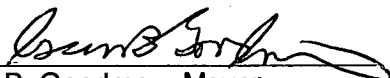
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

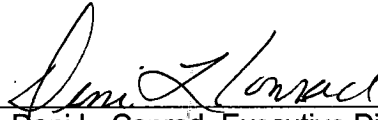
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

HELP of Southern Nevada

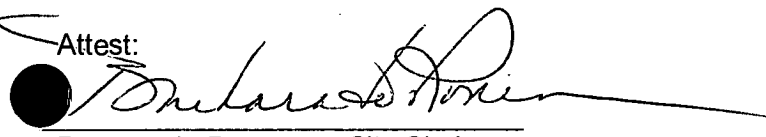


Oscar B. Goodman, Mayor



Deni L. Conrad, Executive Director

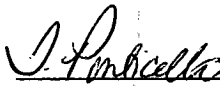
Attest:



Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

APPROVED AS TO FORM:



7/20/04

EXHIBIT "A"

HELP of Southern Nevada

Budget

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

Housing Information Services	\$35,483.00
Administration (7%)	\$2,670.00
TOTAL GRANT AWARD	\$38,153.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: HELP of Southern Nevada

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: HIV/AIDS Housing Database

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: HELP of Southern Nevada	Phone: 3694357
Project: HIV/AIDS Housing Database	FAX: 3690247
Contact Person: Deni L. Conrad	e-mail: dconrad@helpsonv.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Information Services	\$35,483.00			
Administrative Expenses (7%)	\$2,670.00			
TOTAL	\$38,153.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
HELP of Southern Nevada

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **HELP of Southern Nevada**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 953 E. Sahara Ave., 35B208, Las Vegas, NV, 89104.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$40,000.00** in HOPWA program funds to the PROJECT SPONSOR to provide emergency resource services and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide food vouchers and supportive services to HIV/AIDS clients to assist them in maintaining self-sufficiency and preventing homelessness and hunger.

Tasks to be Performed:

Food Vouchers, case management and supportive services for HIV/AIDS clients. Network with other non-profit agencies to coordinate efficient coalitions to better serve the HIV/AIDS clients.

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

Provide food vouchers and other direct services to 900 clients. Contact at least 6 HIV/AIDS service providers about resources available to clients.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

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

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

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

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

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

PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

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

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

12. **CONFIDENTIALITY 24 CFR 574.440**

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

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

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.

- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

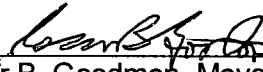
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

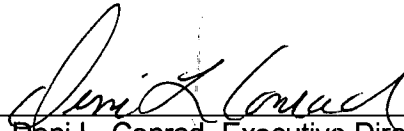
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

HELP of Southern Nevada

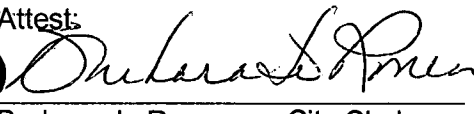


Oscar B. Goodman, Mayor



Deni L. Conrad, Executive Director

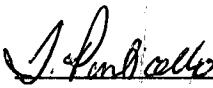
Attest:



Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

APPROVED AS TO FORM:



Hedol

EXHIBIT "A"

HELP of Southern Nevada

Budget

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

Emergency Resource Services	\$37,200.00
Administration (7%)	\$2,800.00
TOTAL GRANT AWARD	\$40,000.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: HELP of Southern Nevada

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: Emergency Resource Services

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: HELP of Southern Nevada	Phone: 3694357
Project: Emergency Resource Services	FAX: 3690247
Contact Person: Deni L. Conrad	e-mail: dconrad@helpsonv.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Emergency Resource Services	\$37,200.00			
Administrative Expenses (7%)	\$2,800.00			
TOTAL	\$40,000.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Nevada Association of Latin Americans (NALA)

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Nevada Association of Latin Americans (NALA)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 323 N Maryland Pkwy, Las Vegas, NV, 89101.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$132,000.00** in HOPWA program funds to the PROJECT SPONSOR to provide housing assistance and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide rental and utility assistance and supportive services, including case management.

Tasks to be Performed:

Provide supportive services, rental, utility, and food voucher assistance, advocacy, case management and referrals.

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

Provide rental and utility assistance to 400 clients/families affected or infected with HIV/AIDS. Provide supportive services in the areas of case management, food vouchers, and bus passes to 200 clients/families.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

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

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

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

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

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

PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

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

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

12. **CONFIDENTIALITY 24 CFR 574.440**

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

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

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.

- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Nevada Association of Latin Americans (NALA)



Oscar B. Goodman, Mayor



Teresa De La Torre, Executive Director

Attest: 

Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

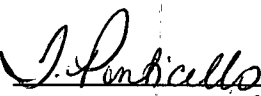
APPROVED AS TO FORM: 
7/20/04

EXHIBIT "A"

Nevada Association of Latin Americans (NALA)

Budget

Nevada Association of Latin Americans (NALA) services will be provided in accordance with the following budget:

Housing Assistance	\$51,300.00
Supportive Services	\$71,460.00
Administration (7%)	\$9,240.00
TOTAL GRANT AWARD	\$132,000.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: Nevada Association of Latin Americans (NALA)

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: HOPWA Services

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Nevada Association of Latin Americans (NALA)	Phone: 3826252
Project: HOPWA Services	FAX: 3837021
Contact Person: Teresa De La Torre-Azeman	e-mail: terinala@hotmail.com

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Assistance	\$51,300.00			
Supportive Services	\$71,460.00			
Administrative Expenses (7%)	\$9,240.00			
TOTAL	\$132,000.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Salvation Army - Mesquite

THIS AGREEMENT, made and entered into this 1st day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Salvation Army**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 2900 Palomino Ln., Las Vegas, NV, 89128.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$50,000.00** in HOPWA program funds to the PROJECT SPONSOR to provide housing assistance and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide rental, mortgage and utility assistance and supportive services.

Tasks to be Performed:

Provide short term rent/mortgage and utility payments and supportive services to prevent homelessness for individuals affected by HIV/AIDS.

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

Provide short term rent/mortgage and utility payments to 10 clients.

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

C. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

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

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

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

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

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

PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

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

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

12. **CONFIDENTIALITY 24 CFR 574.440**

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

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

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.

- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

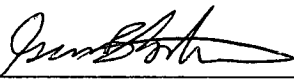
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

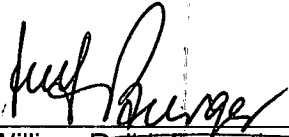
CITY OF LAS VEGAS

Salvation Army

A CALIFORNIA CORPORATION



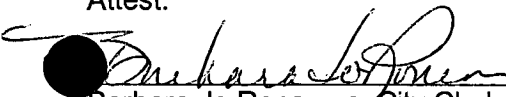
Oscar B. Goodman, Mayor



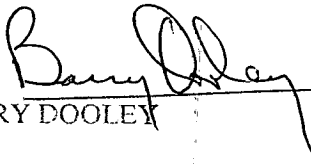
William Raihl, Executive Director
KURT BURGER **Treasurer**

AUG 18 2004

Attest:



Barbara Jo Ronemus, City Clerk

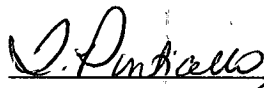


BARRY DOOLEY **Ass't Secretary**

AUG 18 2004

Council Action: March 17, 2004

APPROVED AS TO FORM:



7/20/04

EXHIBIT "A"

Salvation Army - Mesquite

Budget

Salvation Army - Mesquite services will be provided in accordance with the following budget:

Housing Assistance	\$46,500.00
Administration (7%)	\$3,500.00
TOTAL GRANT AWARD	\$50,000.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: Salvation Army - Mesquite

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: Salvation Army Mesquite HOPWA Project

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Salvation Army - Mesquite	Phone: 8704430
Project: Salvation Army Mesquite HOPWA Project	FAX: 8704087
Contact Person: William McCaffrey	e-mail: Terrie_Stanfill@usw.salvationarmy.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Assistance	\$46,500.00			
Administrative Expenses (7%)	\$3,500.00			
TOTAL	\$50,000.00			

Signature

Date

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Women's Development Center

THIS AGREEMENT, made and entered into this 1st day of July, 2004 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 "PROJECT SPONSOR", whose primary mailing address at the date of execution is 953 E. Sahara #201, Las Vegas, NV, 89104.

WITNESSETH

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

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

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/AIDS in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides housing assistance and appropriate supportive services for people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to **\$45,000.00** in HOPWA program funds to the PROJECT SPONSOR to provide housing assistance and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide affordable rental housing.

Tasks to be Performed:

Permanent affordable housing and utility assistance and case management for people living with HIV/AIDS.

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

Provide affordable housing with case management to 4 clients. Provide 4 clients with utility assistance. Provide housing information and referral services to 20 people.

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

CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2004 or the first program commencement date, until June 30, 2006, unless this Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. A monthly narrative progress report form, attached hereto as Exhibit "B", shall accompany each Request for Reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90-day gap in services.)
- 2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2004, or the date first written above, through June 30, 2006. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

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

PROJECT SPONSOR agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. IRS REGULATIONS:

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

F. ON-SITE MONITORING

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

G. ACCESS TO RECORDS

At any time during normal business hours, PROJECT SPONSOR'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

H. INSURANCE

If PROJECT SPONSOR uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.

The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

I. LIMIT ON ASSIGNMENT OF INTEREST

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

C. PROGRAM INCOME 24 CFR PART 85

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS 24 CFR 574.605

"PROJECT SPONSORS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

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

**2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

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

4. ENVIRONMENTAL STANDARDS 24 CFR 574.510

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

5. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

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

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

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

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

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

PROJECT SPONSOR shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

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

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

12. **CONFIDENTIALITY 24 CFR 574.440**

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

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

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

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

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a PROJECT SPONSOR receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such PROJECT SPONSOR must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

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

B. RIGHT TO REVIEW AND AUDIT

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

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

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

F. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROJECT SPONSOR shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

G. METHOD OF PAYMENT

The PROJECT SPONSOR shall submit a completed Request for Reimbursement form, attached hereto as Exhibit "C", with selected copies of requested documentation and computer printouts attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses that are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS AND TIMEFRAME

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other projects/programs operating under the CITY'S HOPWA Program. Therefore, fifty percent (50%) of the HOPWA grant award provided by this agreement must be spent by June 30, 2005, or the balance will be subject to re-programming at the discretion of the CITY. An extension of the June 30, 2006 may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROJECT SPONSOR.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.

- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV 89102.

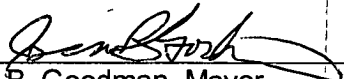
PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

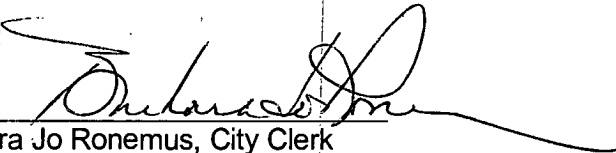
Women's Development Center



Oscar B. Goodman, Mayor

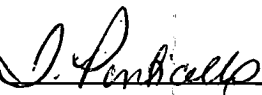


Candace Ruisi, Executive Director 8/3/04

Attest: 

Barbara Jo Ronemus, City Clerk

Council Action: March 17, 2004

APPROVED AS TO FORM: 

Holo of

EXHIBIT "A"

Women's Development Center

Budget

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

Housing Assistance	\$41,850.00
Administration (7%)	\$3,150.00
TOTAL GRANT AWARD	\$45,000.00

EXHIBIT "B"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2004 TO JUNE 2005

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

(FAX TO 382-3045 BY 10TH OF EVERY MONTH)

Name of Agency: Women's Development Center

Period Covered: _____ TO: _____

Grant Funding Year: FY 2004-2005 STARTED: _____

Program/Activity Name: Parkway Apartments

Monthly Accomplishments: _____

Number of Clients Assisted With Housing

Number of Families Assisted With Housing

Number of Other Persons in the Family Assisted With Housing

Number of Clients Assisted With Supportive Services

Number of Other Persons in Family Assisted By Support Services

Housing Information Services for Clients & Non-Clients

TOTAL ASSISTED BY HOPWA

Clients served by the Ryan White Grant

MONTH	YEAR TO DATE

Total Number of Persons/Families Assisted:	# of Persons This Month	# of Families This Month	Year To Date # of Persons	Year To Date # of Families
White				
Black				
Asian				
Black & White				
Asian & White				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan				
American Indian/Alaskan Native &				
American Indian/Alaskan Native &				
Hispanic				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month

EXHIBIT "C"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2004/2005 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Women's Development Center	Phone: 7967770
Project: Parkway Apartments	FAX: 7963007
Contact Person: Candace Ruisi	e-mail: cruisi@wdclv.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Assistance	\$41,850.00			
Administrative Expenses (7%)	\$3,150.00			
TOTAL	\$45,000.00			

Signature

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action on a conditional allocation of \$227,048 in FY04/05 Emergency Shelter Grant (ESG) grant funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$37,332 of FY03/04 Reprogrammed ESG funds - All Wards

Fiscal Impact

☐

No Impact

Amount: \$264,380

☒

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Devel.

☐

Augmentation Required

Funding Source: HUD-ESG

PURPOSE/BACKGROUND:

For FY04/05, the City of Las Vegas is eligible to receive \$227,048 of Emergency Shelter Grant (ESG) funds and \$37,332 of FY03/04 reprogrammed ESG funds. NDD staff shall complete all HUD required Environmental Reviews. No project may commit and/or expend any funds prior to compliance with part 58 and final notification by NDD staff.

RECOMMENDATION:

Staff recommends that the City Council approve the Emergency Shelter Grant allocations and authorize the Mayor to execute the agreements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. FY2004-2005 ESG Applicants and CDRB Recommendations

MOTION:

REESE – APPROVED – UNANIMOUS with L.B. McDONALD abstaining as she sits on the board for Catholic Charities

NOTE: Under Item 80, COUNCILWOMAN McDONALD disclosed that she would be abstaining on this item, as she is a Trustee of Catholic Charities of Southern Nevada.

MINUTES:

See Item 80 for discussion.

(11:15 – 11:39/2:14 – 2:15)
2-1184/4-207

AGENDA MEMO

*Worksheet
Not a part of
the minutes*

CITY COUNCIL MEETING DATE: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on a conditional allocation of \$227,048 in FY04/05 Emergency Shelter Grant (ESG) grant funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$37,332 of FY03/04 Reprogrammed ESG funds - All Wards

SUMMARY NARRATIVE OF TOTAL ALLOCATION

Catholic Charities	\$21,026 ✓
Center for Independent Living	\$57,000 ✓
EOB-Treatment Center	\$6,210 ✓
EOB-Project HOME	\$15,000 ✓
HELP of SNV-Emergency Resource Services	\$5,000
HELP of SNV-Homeless Prevention	\$15,000
Interfaith Hospitality Network	\$25,000 ✓
Key Foundation	\$2,880
Lutheran Social Services	\$20,000 ✓
Salvation Army	\$25,000 ✓
WestCare	\$19,208 ✓
Women's Development Center	\$17,500 ✓
Future CLV ESG Projects	\$35,556
TOTAL ALLOCATIONS TO NON-PROFIT AGENCIES	\$264,380

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on a conditional allocation of \$227,048 in FY04/05 Emergency Shelter Grant (ESG) grant funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$37,332 of FY03/04 Reprogrammed ESG funds - All Wards

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TOTAL ALLOCATIONS TO NON-PROFIT AGENCIES	\$264,380

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
FY2004 - 2005 ESG
APPLICANTS AND CDRB RECOMMENDATIONS**

	APPLICANT	PROJECT/PROJECT DESCRIPTION	WARD	AMOUNT REQUESTED	TOTAL AMOUNT RECOMMENDED	OPERATING (NO LIMIT)	ESSENTIAL SERVICES (MAX 30%)	HOMELESS PREVENTION (MAX 30%)	TOTAL PROJECT COSTS	APPLICANT'S CONTRIBUTION	*PRIVATE AND OTHER FUNDING
1	Catholic Charities	Provide transportation assistance for men in work program. Located at 1526 N. Main Street.	5	31,350	21,026	-	21,026	0	212,545		181,195
2	Center for Ind. Living	Transitional housing for homeless youth. Located at 1417 Las Vegas Boulevard N.	5	57,000	57,000	57,000	0	0	118,200	8,000	52,600
3	EOB Treatment Center	Replace broken, worn out furnishings in 18 residential bedrooms. Located at 522 W. Washington	5	6,210	6,210	6,210	0	0	6,210	0	-
4	EOB Project HOME	Rental assistance for 25 families. Located at 3674 N. Rancho	5	15,000	15,000	-	0	15,000	270,212	4,000	251,212
5	HELP of Southern Nevada	Bus tokens for persons in the New Path program. Located at 953 E. Sahara.	3 and 5	5,000	5,000	0	5,000	0	615,450	38,185	557,265
6	HELP of Southern Nevada	Utility assistance to prevent homelessness. Located at 953 E. Sahara	3 and 5	15,000	15,000	-	0	15,000	615,450	38,185	557,265
7	Interfaith Hospitality Network	Keeping homeless families together and helping them succeed by providing shelter, food, clothing, employment assistance, life skills, savings program and case management. Located at 500 W. Van Buren, food distribution at various locations.	5	25,000	25,000	25,000	0	0	236,800	0	236,800
8	Key Foundation	Provide help to homeless veterans to obtain full time work. Located at 1001 N. "A" Street	5	28,342	2,880	-	2,880	0	88,382	0	88,382
9	Lutheran Social Services	Food, financial aid and case management for homeless and low income families. Located at 800 N. Bruce St.	5	30,000	20,000	0	20,000	0	403,162	0	403,162
10	Salvation Army	Security at the Lied Social Services Campus located at 33 W. Owens.	5	49,680	25,000	25,000	0	0	126,272	0	76,592
11	WestCare	Mattresses, dishware, utensils and assistance for job seekers at adult re-entry center at 930 N. 4th St.	5	42,488	19,208	-	19,208		418,532	0	1,843,441
12	Women's Development Ctr.	Provide transitional/affordable housing for homeless and low income families. Located at 953 E. Sahara.	3 and 5	25,000	17,500	10,000	0	7,500	151,567	5,927	380,971
	TOTAL ESG REQUESTS			330,070							
	TOTAL AVAILABLE TO APPLICANTS			267,458							
	TOTAL ESG RECOMMENDATIONS				228,824	123,210	68,114	37,500			

* Private donations, fundraising, foundations, bank financing, tax credits, Clark County, CDBG, and other Federal Funds

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS
TO

CATHOLIC CHARITIES OF SOUTHERN NEVADA

THIS AGREEMENT, made and entered into this 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and CATHOLIC CHARITIES OF SOUTHERN NEVADA, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "Subrecipient", whose primary mailing address at the date of execution is 1501 Las Vegas Boulevard N., Las Vegas, NV 89101. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2005, whichever is later.

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 "A", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, Catholic Charities of Southern 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 1501 Las Vegas Boulevard N., Las Vegas, NV proposes to provide an employment services center at 1511 Las Vegas Boulevard N., Las Vegas, Nevada, and more specifically described in Exhibit "B", 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, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified at Exhibit "B", "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 TWENTY ONE THOUSAND AND TWENTY SIX AND NO/100TH DOLLARS (\$21,026) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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.

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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments 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, judgments, 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall

not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 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. Changes made in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

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

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

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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 RONE MUS, CITY CLERK

APPROVED AS TO FORM:

Deputy City Attorney 5/24/04

CATHOLIC CHARITIES OF SOUTHERN
NEVADA

BY: _____

MSGR. PATRICK R. LEARY

ITS: EXECUTIVE DIRECTOR

ATTEST:

E. L. F. F. F.

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, MSGR. PATRICK R. LEARY, Authorized Representative of Catholic Charities of Southern 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 for Award of Emergency Shelter Grant Funds to Catholic Charities of Southern Nevada, adopted by the City Council of City of Las Vegas, Nevada, on the _____ day of _____, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 26 day of AUGUST, 2004.

CATHOLIC CHARITIES OF SOUTHERN NEVADA

By 
Authorized Representative

I, JEANNE S. KILDUFF, certify that I am the President of Catholic Charities of Southern Nevada, a Nevada non-profit corporation, and that MSGR. PATRICK R. LEARY 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 Catholic Charities of Southern Nevada, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement for Award of Emergency Shelter Grant Funds to Catholic Charities of Southern Nevada, adopted by the City Council of City of Las Vegas, Nevada, on the _____ day of _____, 2004, a copy of which is attached hereto and incorporated herein is within the powers of that corporation.

By 
President

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 26 AUGUST 2004 by
(Date)

JEANNE S. KILDUFF as PRESIDENT of Catholic
(Name of Person) (Title)
Charities of Southern Nevada.


(Signature of Notarial Officer)

(SEAL)

(Title and Rank)

My Commission expires:

Mar 24 2005

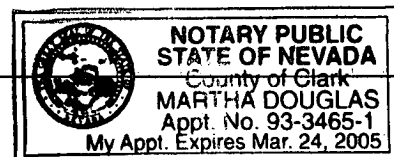


EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 FEBRUARY 2004.

EXHIBIT "B"

CATHOLIC CHARITIES OF SOUTHERN NEVADA

SCOPE OF SERVICES

ESG Program Year 2004/2005

1. City of Las Vegas will provide TWENTY ONE THOUSAND AND TWENTY SIX AND NO/100TH DOLLARS (\$21,026) in Fiscal Year 2004/2005 ESG funds (the "Funds") to CATHOLIC CHARITIES OF SOUTHERN NEVADA to assist with the cost of program services provided.
2. During the fiscal year ending June 30, 2005, Subrecipient will provide an employment services center.
3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide initial transportation aid for the employment process.
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 "C"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CATHOLIC CHARITIES OF SOUTHERN NEVADA
Fiscal Year 2004/2005 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.	21,026
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	21,026

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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:

American Indian or Alaska Native _____	American Indian/Alaska Native and White _____
Asian _____	Asian and White _____
Black or African American _____	Black and White _____
Native Hawaiian/Pacific Islander _____	American Indian/Alaska Native and Black _____
White _____	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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

Project Title: Employment Services Center

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:

Single Race Categories

1. American Indian or Alaska Native _____
2. Asian _____
3. Black or African American _____
4. Native Hawaiian/Pacific Islander _____
5. White _____

Multiple Race Combinations

6. American Indian/Alaska Native & White _____
7. Asian and White _____
8. Black/African American & White _____
9. American Indian/Alaska Native & Black _____
10. Other _____

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.)

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS
TO

CENTER FOR INDEPENDENT LIVING

THIS AGREEMENT, made and entered into this 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and CENTER FOR INDEPENDENT LIVING, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "Subrecipient", whose primary mailing address at the date of execution is 1417 Las Vegas Boulevard N., Las Vegas, NV 89101. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2005, whichever is later.

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 "A", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, Center for Independent Living, 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 1417 Las Vegas Boulevard N., Las Vegas, NV proposes to provide transitional housing for homeless youth at 1417 Las Vegas Boulevard N., Las Vegas, Nevada, and more specifically described in Exhibit "B", 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, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified at Exhibit "B", "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 FIFTY SEVEN THOUSAND AND NO/100TH DOLLARS (\$57,000) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. Subrecipient shall protect, defend, indemnify, and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments 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, judgments, 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 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
- b. 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 expiration date may be authorized in writing by the Director of the Neighborhood Services Department 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. Changes made in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition,

the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

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

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

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...

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 RONECUS, CITY CLERK

APPROVED AS TO FORM:



Deputy City Attorney

8/11/04

CENTER FOR INDEPENDENT LIVING

BY: _____

DR. FREDERICK GILLIS

ITS: EXECUTIVE DIRECTOR

ATTEST:

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, NANCY GILLIS, Authorized Representative of Center for Independent Living, 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 for Award of Emergency Shelter Grant Funds to Center for Independent Living, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 23 day of August, 2004.

By Nancy Gillis
Authorized Representative

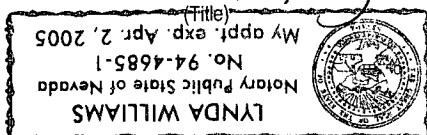
I, NANCY GILLIS, certify that I am the Secretary of Center for Independent Living, a Nevada non-profit corporation, and that / signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of Center for Independent Living, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement for Award of Emergency Shelter Grant Funds to Center for Independent Living, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Nancy Gillis
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on August 23, 2004 by Nancy Gillis
(Date) (Name of Person)

as Secretary of Center for Independent Living



Lynda Williams
(Signature of Notarial Officer)

(SEAL)

ASR II

(Title and Rank)

My Commission expires: 4/2/05

EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME	LOW INCOME	MODERATE INCOME
	(30%)	(50%)	(80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 FEBRUARY, 2004.

EXHIBIT "B"

CENTER FOR INDEPENDENT LIVING

SCOPE OF SERVICES

ESG Program Year 2004/2005

1. City of Las Vegas will provide FIFTY SEVEN THOUSAND AND NO/100TH DOLLARS (\$57,000) in Fiscal Year 2004/2005 ESG funds (the "Funds") to CENTER FOR INDEPENDENT LIVING to assist with the cost of program services provided.
2. During the fiscal year ending June 30, 2005, Subrecipient will provide TRANSITIONAL HOUSING FOR HOMELESS YOUTH.
3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide transitional housing and support services for 120 homeless youth.
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 "C"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CENTER FOR INDEPENDENT LIVING

Fiscal Year 2004/2005 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.)	57,000
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	57,000

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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:

American Indian or Alaska Native _____	American Indian/Alaska Native & White _____
Asian _____	Asian and white _____
Black or African American _____	Black and White _____
Nat. Hawaiian/Pacific Islander _____	American Indian/Alaska Native & Black _____
White _____	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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

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:

Single Race Categories

1. American Indian or Alaska Native _____
2. Asian _____
3. Black or African American _____
4. Native Hawaiian/Pacific Islander _____
5. White _____

Multiple Race Combinations

6. American Indian/Alaska Native & White _____
7. Asian and White _____
8. Black/African American & White _____
9. American Indian/Alaska Native & Black _____
10. Other _____

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.)

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

THIS AGREEMENT, made and entered into this 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY, 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 3680 N. Rancho Drive, Las Vegas, NV 89130. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2005, whichever is later.

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 "A", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, Economic Opportunity Board of Clark County, 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 3680 N. Rancho Drive, Las Vegas, NV proposes to provide substance abuse treatment to homeless persons at 522 W. Washington, Las Vegas, Nevada, and more specifically described in Exhibit "B", 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, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified at Exhibit "B", "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 SIX THOUSAND TWO HUNDRED AND TEN AND NO/100TH DOLLARS (\$6,210) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Economic Opportunity Board of Clark County's Treatment Center, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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.

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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 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
- b. 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 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. Changes made in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

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

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

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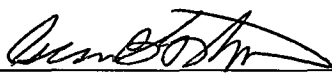
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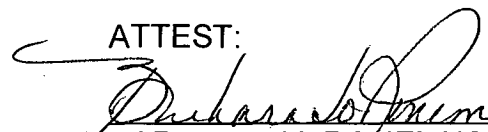
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IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

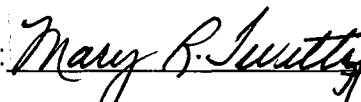
CITY OF LAS VEGAS

BY: 
OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
 5/24/04
Deputy City Attorney

ECONOMIC OPPORTUNITY BOARD OF
CLARK COUNTY

BY: 
ITS: EXECUTIVE DIRECTOR

ATTEST:

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Mary R. Twitty, Authorized Representative of Economic Opportunity Board of Clark County, 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 for Award of Emergency Shelter Grant Funds to Economic Opportunity Board of Clark County, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 27th day of September, 2004.

By Mary R. Twitty
Authorized Representative

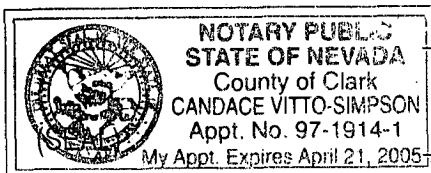
I, Claude Logan, ~~Mary R. Twitty~~ ^{Chair} ~~Secretary~~, certify that I am the ~~Secretary~~ of Economic Opportunity Board of Clark County, a Nevada non-profit corporation, and that Mary R. Twitty signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of Economic Opportunity Board of Clark County, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement for Award of Emergency Shelter Grant Funds to Economic Opportunity Board of Clark County, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Claude Logan
~~Secretary~~ ^{Chair}

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 9-30-2004 by Claude E. Logan
(Date) (Name of Person)

as Chair of EOB of Clark County.
(Title)



Candace Vitto-Simpson
(Signature of Notarial Officer)
Principal HR Analyst
(Title and Rank)

My Commission expires: April 21, 2005

EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME	LOW INCOME	MODERATE INCOME
	(30%)	(50%)	(80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 February 2004.

EXHIBIT "B"

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

TREATMENT CENTER

SCOPE OF SERVICES

ESG Program Year 2004/2005

1. City of Las Vegas will provide SIX THOUSAND TWO HUNDRED AND TEN AND NO/100TH DOLLARS (\$6,210) in Fiscal Year 2004/2005 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, 2005, Subrecipient will provide substance abuse treatment to 110 homeless persons.
3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide 110 homeless persons with 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 "C"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY
Fiscal Year 2004/2005 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.)	6,210
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	6,210

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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

American Indian or Alaska Native _____	American Indian/Alaska Native and White _____
Asian _____	Asian and White _____
Black or African American _____	Black/African American and White _____
Native Hawaiian/Pacific Islander _____	American Indian/Alaska Native and Black _____
White _____	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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

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:

American Indian or Alaska Native _____	American Indian/Alaska Native and White _____
Asian _____	Asian and White _____
Black or African American _____	Black or African American and White _____
Native Hawaiian/Pacific Islander _____	American Indian/Alaska Native and Black _____
White _____	Other _____

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.)

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS
TO

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

THIS AGREEMENT, made and entered into this 11 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY, 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 3660 N. Rancho Drive, Las Vegas, NV 89130. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2005, whichever is later.

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 "A", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, Economic Opportunity Board of Clark County, 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 3660 N. Rancho Drive, Las Vegas, NV proposes to provide homeless prevention services to homeless persons at 3674 N. Rancho Drive, Las Vegas, Nevada, and more specifically described in Exhibit "B", 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, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified at Exhibit "B", "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 FIFTEEN THOUSAND AND NO/100TH DOLLARS (\$15,000) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Economic Opportunity Boards Project Home, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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.

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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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:

- 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 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. Changes made in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than

\$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

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

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

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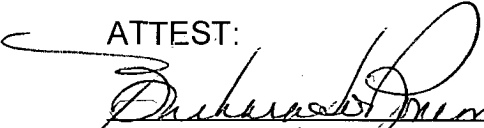
IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

CITY OF LAS VEGAS

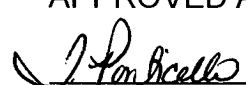
BY: _____

OSCAR B. GOODMAN, MAYOR

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:


Deputy City Attorney

5/24/06

ECONOMIC OPPORTUNITY BOARD OF
CLARK COUNTY

BY: _____

ITS: EXECUTIVE DIRECTOR

ATTEST:

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Mary R. Twitty, Authorized Representative of Economic Opportunity Board of Clark County, 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 for Award of Emergency Shelter Grant Funds to Economic Opportunity Board of Clark County, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 29th day of September, 2004.

By Mary R. Twitty
Authorized Representative

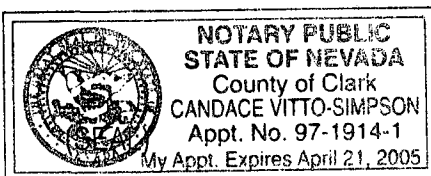
I, Claude Logan, certify that I am the ^{Chair}~~Secretary~~ of Economic Opportunity Board of Clark County, a Nevada non-profit corporation, and that Mary R. Twitty signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of Economic Opportunity Board of Clark County, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement for Award of Emergency Shelter Grant Funds to Economic Opportunity Board of Clark County, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Claude Logan
~~Secretary~~ ^{Chair}

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 9-30-04 by Claude C. Logan
(Date) (Name of Person)

as Chair of EOB of Clark County.
(Title)



Candace Vitto-Simpson
(Signature of Notarial Officer)
Principal HR Analyst
(Title and Rank)

My Commission expires: April 21, 2005

EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 February 2004.

EXHIBIT "B"

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

SCOPE OF SERVICES

PROJECT HOME

ESG Program Year 2004/2005

1. City of Las Vegas will provide FIFTEEN THOUSAND AND NO/100TH DOLLARS (\$15,000) in Fiscal Year 2004/2005 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, 2005, Subrecipient will provide homeless prevention assistance.
3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide 25 families with homeless prevention services.
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 "C"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

Fiscal Year 2004/2005 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION \$-0-

SHELTER OPERATIONS -0-

(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* 15,000

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

TOTAL 15,000

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

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:

Amer. Ind./Alaska Nat: _____	Am. Ind/ Alaska Nat. and White: _____
Asian: _____	Asian and White: _____
Black/African Amer: _____	Black and White: _____
Hawaiian/Pacific Isl: _____	Am. Ind./Alaska Nat. and Black: _____
White: _____	Other: _____

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.)

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

INTERFAITH HOSPITALITY NETWORK

THIS AGREEMENT, made and entered into this 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and INTERFAITH HOSPITALITY NETWORK, 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 500 W. Van Buren, Las Vegas, NV 89106. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2005, whichever is later.

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 "A", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, Interfaith Hospitality Network, 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 500 W. Van Buren, Las Vegas, NV proposes to provide shelter and supportive services to homeless families at various churches, and more specifically described in Exhibit "B", 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, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified at Exhibit "B", "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 TWENTY FIVE THOUSAND AND NO/100TH DOLLARS (\$25,000) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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.

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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 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
- b. 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 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. Changes made in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

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

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

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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
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

J. Portillo 5/24/04
Deputy City Attorney

INTERFAITH HOSPITALITY NETWORK

BY: _____

Julia Occhiogrosso
JULIA OCCHIOGROSSO

Terry Ruth Lindemann
ITS: EXECUTIVE DIRECTOR

ATTEST:

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, TERRY R. LINDEMANN, Authorized Representative of Interfaith Hospitality Network, 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 for Award of Emergency Shelter Grant Funds to Interfaith Hospitality Network, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 1st day of October, 2004.



LYNDA WILLIAMS
Notary Public State of Nevada
No. 94-4685-1
My appt. exp. Apr. 2, 2005

By TERRY R. LINDEMANN

Authorized Representative

I, CAROL V. WELCH certify that I am the Secretary of Interfaith Hospitality Network, a Nevada non-profit corporation, and that TERRY R. LINDEMANN 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 Interfaith Hospitality Network, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement for Award of Emergency Shelter Grant Funds to Interfaith Hospitality Network, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

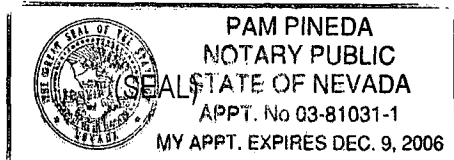
By

Carol V. Welch
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on Sept 30, 2004 by Carol Welch
(Date) (Name of Person)

as Secretary of Interfaith Hospitality Network
(Title)



PAM PINEDA
NOTARY PUBLIC
STATE OF NEVADA
APPT. No 03-81031-1
MY APPT. EXPIRES DEC. 9, 2006

Pam Pineda
(Signature of Notarial Officer)

Notary Public
(Title and Rank)

My Commission expires: 12/9/2006

* notarized for Carol Welch only. PP

EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	LOW INCOME (50%)	MODERATE INCOME (80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 February, 2004.

EXHIBIT "B"
INTERFAITH HOSPITALITY NETWORK

SCOPE OF SERVICES

ESG Program Year 2004/2005

1. City of Las Vegas will provide TWENTY FIVE THOUSAND AND NO/100TH DOLLARS (\$25,000) in Fiscal Year 2004/2005 ESG funds (the "Funds") to INTERFAITH HOSPITALITY NETWORK to assist with the cost of program services provided.
2. During the fiscal year ending June 30, 2005, Subrecipient will provide shelter and supportive services to homeless families.
3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide 35 homeless families with shelter and supportive services.
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 "C"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
INTERFAITH HOSPITALITY NETWORK

Fiscal Year 2004/2005 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.)	25,000
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	25,000

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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: _____

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)

Participant Characteristics:

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

American Indian or Alaska Native _____	American Indian/Alaska Native and White _____
Asian _____	Asian and White _____
Black or African American _____	Black/African American and White _____
Native Hawaiian/Pacific Islander _____	American Indian/Alaska Native and Black _____
White _____	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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

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:

Amer. Ind./Alaska Nat: _____	Am. Ind./ Alaska Nat. and White: _____
Asian: _____	Asian and White: _____
Black/African Amer: _____	Black and White: _____
Hawaiian/Pacific Isl: _____	Am. Ind./Alaska Nat. and Black: _____
White: _____	Other: _____

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.)

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

LUTHERAN SOCIAL SERVICES

THIS AGREEMENT, made and entered into this 17 day of March, 2004, 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, 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 from the date the City executes the Agreement or until June 30, 2005, whichever is later.

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 "A", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, Lutheran Social Services, 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 provide food, clothing, financial assistance for rent and work related expenses and case management at 800 N. Bruce St., Las Vegas, Nevada, and more specifically described in Exhibit "B", 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, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified at Exhibit "B", "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 TWENTY THOUSAND AND NO/100TH DOLLARS (\$20,000) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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.

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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 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
- b. 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 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. Changes made in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

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.

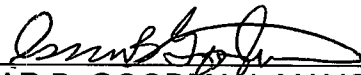
C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the City may suspend or revoke this Agreement, and the provision of the Funds, in accordance with 24 CFR 85

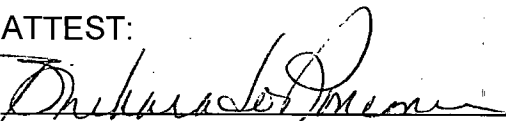
D. The City may revoke this Agreement at any time for its convenience, in accordance with 24 CFR 85.44.

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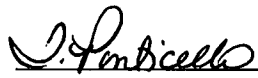
IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

CITY OF LAS VEGAS

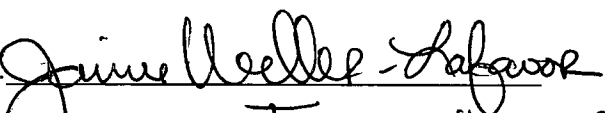
BY: 
OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

 5/24/04
Deputy City Attorney

LUTHERAN SOCIAL SERVICES

BY: 
~~SANDRA LEWIS~~ Jaine Weller-Lafave
ITS: EXECUTIVE DIRECTOR

ATTEST:

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Jaimie Weller, Authorized Representative of Lutheran Social Services, 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 Award of Emergency Shelter Grant Funds to Lutheran Social Services, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 19th day of August, 2004.

By Jaimie Weller
Authorized Representative

I, Barbara Grostich, certify that I am the Secretary of Lutheran Social Services, a Nevada non-profit corporation, and that Jaimie Weller 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, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement for Award of Emergency Shelter Grant Funds to Lutheran Social Services, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Barbara Grostich
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 19th by August 2004
(Date) (Name of Person)
as Exec. Director of Lutheran Social Service
(Title)

Valerie A. Ventura
(Signature of Notarial Officer)

(SEAL)

Dir. Off. Specialist - C.C.S.S.
(Title and Rank)

My Commission expires: Aug. 21, 2007

EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME	LOW INCOME	MODERATE INCOME
	(30%)	(50%)	(80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 February, 2004.

EXHIBIT "B"

LUTHERAN SOCIAL SERVICES

SCOPE OF SERVICES

ESG Program Year 2004/2005

1. City of Las Vegas will provide TWENTY THOUSAND AND NO/100TH DOLLARS (\$20,000) in Fiscal Year 2004/2005 ESG funds (the "Funds") to LUTHERAN SOCIAL SERVICES to assist with the cost of program services provided.
2. During the fiscal year ending June 30, 2005, Subrecipient will provide homeless individuals and families with food, clothing, financial assistance for rent and work related expenses and case management..
3. Specifically, the objectives of the Program in this fiscal year will be to:
 - Provide meals to 5000 homeless individuals.
 - Provide work cards and bus passes to 100 homeless adults.
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 "C"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

LUTHERAN SOCIAL SERVICES

Fiscal Year 2004/2005 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	\$-0-
 SHELTER OPERATIONS	 -0-
(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*	 20,000
(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	 20,000

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

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: _____	Black and White _____
African American/Black: _____	Asian and White _____
Nat. Hawaiian/Pacific Islander: _____	Amer. Indian and White _____
Asian _____	Amer. Indian and Black _____
Amer. Ind/Alaskan Native _____	Other _____

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.)

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

THE SALVATION ARMY

THIS AGREEMENT, made and entered into this 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and THE SALVATION ARMY, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as Subrecipient, whose primary mailing address at the date of execution is 2900 Palomino Lane, Las Vegas, NV 89107. This agreement will remain in effect for one year or until June 30, 2005, whichever is later.

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 "A", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, The Salvation Army, 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 homeless shelter at 33 West Owens Ave., Las Vegas, Nevada, and more specifically described in Exhibit "B", 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 "B", "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 TWENTY FIVE THOUSAND AND NO/100TH DOLLARS (\$25,000) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 31, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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.

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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 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
- b. 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 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. Changes made in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOME Program and/or Low Income Housing Trust Fund (LIHTF) funding to 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

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

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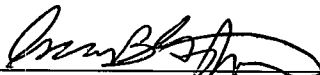
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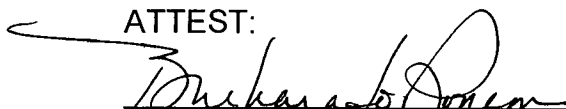
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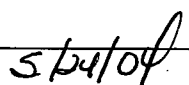
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IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

CITY OF LAS VEGAS

BY: 
OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
 
Deputy City Attorney

THE SALVATION ARMY

A CALIFORNIA CORPORATION

BY:  SEP 15 2004

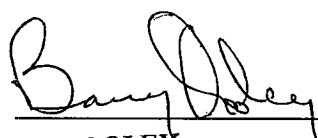
MAJOR WILLIAM S. RAHL

CLARK COUNTY COORDINATOR

ATTEST:

DONALD C. BELL

Vice President

 SEP 15 2004
BARRY DOOLEY
Ass't Secretary

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

A CALIFORNIA CORPORATION

I, DONALD C. BELL ^{Vice President}, Authorized Representative of The Salvation Army, 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, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 15 day of SEPTEMBER, 2004.

By Donald C. Bell
Authorized Representative Vice President

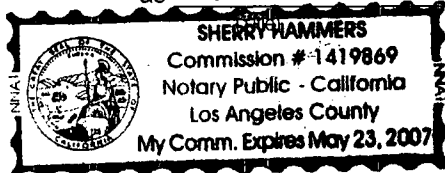
I, BARRY DOOLEY ^{ASS'Y} certify that I am the Secretary of The Salvation Army, a Nevada non-profit corporation, and that DONALD C. BELL ¹ signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions and was then the Authorized Representative and was acting pursuant to authority delegated by the Board of Directors of The Salvation Army, 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, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Barry Dooley
ASS'Y Secretary

STATE OF ~~NEVADA~~ California
COUNTY OF ~~CLARK~~ Los Angeles

This instrument was acknowledged before me on 9/15/04 by Donald C. Bell
(Date) (Name of Person)

as Vice President of The Salvation Army



(SEAL)

Sherry Hammers
(Signature of Notarial Officer)
Legal Ass't/Notary Public
(Title and Rank)

My Commission expires: 5/23/07

EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME	LOW INCOME	MODERATE INCOME
	(30%)	(50%)	(80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 February, 2004.

EXHIBIT "B"

THE SALVATION ARMY

SCOPE OF SERVICES

ESG Program Year 2004/2005

1. City of Las Vegas will provide TWENTY FIVE THOUSAND AND NO/100TH DOLLARS (\$25,000) in Fiscal Year 2004/2005 ESG funds (the "Funds") to THE SALVATION ARMY to assist with the cost of program services provided.
2. During the fiscal year ending June 30, 2005, Subrecipient will provide emergency shelter, meals and access to services.
3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide emergency shelter, meals and access to services to 4290 unduplicated homeless adults.
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 "C"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
THE SALVATION ARMY

Fiscal Year 2004/2005 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	\$-0-
 SHELTER OPERATIONS	 25,000
(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	 25,000

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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:

American Indian or Alaska Native _____	American Indian/Alaska Native and White _____
Asian _____	Asian and White _____
Black or African American _____	Black or African American and White _____
Native Hawaiian/Pacific Islander _____	American Indian/Alaska Native and Black _____

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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

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: _____	Black and White _____
African American/Black: _____	Asian and White _____
Asian _____	Amer. Ind and White _____
Native Hawaiian/Pac. Isl.: _____	Amer. Ind. And Black _____
Amer. Ind/Alaskan Nat. _____	Other _____

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.)

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

WESTCARE NEVADA

THIS AGREEMENT, made and entered into this 24 day of August, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and WESTCARE 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 300 E. Charleston Blvd., Las Vegas, NV 89104. This Agreement will remain in effect for one year from the date the city executes the Agreement or until June 30, 2005, whichever is later.

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 "A", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, WestCare 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 300 E. Charleston Blvd., Las Vegas, NV proposes to provide a shelter for homeless individuals or families at 930 N. 4th St., Las Vegas, Nevada, and more specifically described in Exhibit "B", 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, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified at Exhibit "B", "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 NINETEEN THOUSAND TWO HUNDRED EIGHT AND NO/100TH DOLLARS (\$19,208) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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.

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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 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
- b. 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 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. Changes made in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

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

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

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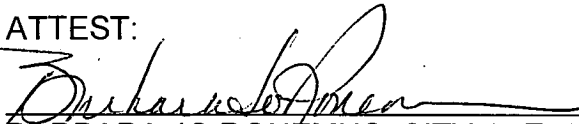
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IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

CITY OF LAS VEGAS

BY: 
OSCAR B. GOODMAN, MAYOR

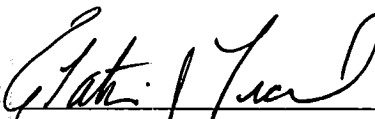
ATTEST:


BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

 *stet/af*
Deputy City Attorney

WESTCARE NEVADA

BY: 
PATRICIA TRAIL
ITS VICE PRESIDENT

ATTEST:

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Patricia Trail, Authorized Representative of WestCare 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 for Award of Emergency Shelter Grant Funds to WestCare Nevada, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 24th day of August, 2004.

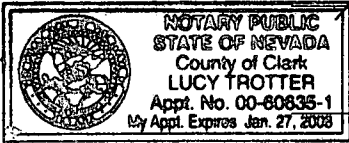
By Patricia Trail
Authorized Representative

I, Peter Ventrella, certify that I am the Secretary of WestCare Nevada, a Nevada non-profit corporation, and that Patricia Trail 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, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Agreement for Award of Emergency Shelter Grant Funds to WestCare Nevada, adopted by the City Council of City of Las Vegas, Nevada, on the 17th day of March, 2004, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Peter Ventrella
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 8/24/04 by Patricia Trail
(Date) (Name of Person)
as Authorized Representative of
(Title)

(SEAL) 
Lucy Trotter
(Signature of Notarial Officer)
(Title and Rank)

My Commission expires: _____

EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME	LOW INCOME	MODERATE INCOME
	(30%)	(50%)	(80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 February, 2004.

EXHIBIT "B"

WESTCARE NEVADA

SCOPE OF SERVICES

ESG Program Year 2004/2005

1. City of Las Vegas will provide NINETEEN THOUSAND TWO HUNDRED EIGHT AND NO/100TH DOLLARS (\$19,208) in Fiscal Year 2004/2005 ESG funds (the "Funds") to WESTCARE NEVADA to assist with the cost of program services provided.

2. During the fiscal year ending June 30, 2005, Subrecipient will provide a homeless shelter.

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

Provide a homeless shelter for up to 70 homeless individuals or families.

Provide each individual or 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 "C"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
WESTCARE NEVADA

Fiscal Year 2004/2005 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.	19,200
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	19,200

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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: _____

Participant Characteristics:

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

Caucasian/White _____	Amer. Indian and White _____
African American/Black _____	Asian and White _____
Asian _____	Black and White _____
Nat. Hawaiian/Pac. Islander _____	Amer. Indian and Black _____
Amer. Indian/Alaskan Native _____	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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

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:

American Indian or Alaska Native _____	American Indian/Alaska Native & White _____
Asian _____	Asian and White _____
Black or African American _____	Black or African American and White _____
Native Hawaiian/Pacific Islander _____	American Indian/Alaska Native & Black _____
White _____	Other _____

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.)

AGREEMENT FOR AWARD OF EMERGENCY SHELTER GRANT FUNDS

TO

WOMEN'S DEVELOPMENT CENTER

THIS AGREEMENT, made and entered into this 17 day of March, 2004, 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, 2005, whichever is later.

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 "A", "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 and homeless prevention at 953 E. Sahara, Suite 201, Las Vegas, Nevada, and more specifically described in Exhibit "B", 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, the City Council hereby determines that the purposes for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified at Exhibit "B", "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 SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS (\$17,500) in Federal Fiscal Year 2004/2005 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2004 through June 30, 2005 as outlined in Exhibit "C", "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 "B" – Scope of Services

F. Subrecipient will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report", by July 30, 2005 reflecting services for the previous fiscal year (July 1, 2004 through June 30, 2005), 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.

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: \$1,000,000 each person;
\$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
\$1,000,000 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, if applicable, 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.

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

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 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
- b. 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 "C", "Expenditures Eligible for Reimbursement". Subrecipient shall not make any changes in the line item expenditures in Exhibit "C" 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 2004/2005 ESG program grant funds. 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 2004/2005.

J. In the event that the total of the City Fiscal Year 2004/2005 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 expected ESG funds 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.

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, 2005. A six month extension of the June 30, 2005 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. Changes made in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and the Mayor if funding amounts over \$24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Department Director is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program.

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

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

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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:

Deputy City Attorney *sbj/04*

WOMEN'S DEVELOPMENT CENTER

BY: _____

CANDACE RUISI

EXECUTIVE DIRECTOR

ATTEST: _____

Ira Ruiz

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, _____, 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 17th day of March, 2004, a copy of which is attached hereto and incorporated herein.

EXECUTED this 20 day of August, 2004.

By Candace Rensi
Authorized Representative

I, Tina Prieto, certify that I am the Secretary of Women's Development Center, a Nevada non-profit corporation, and that Candace Rensi 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 17th day of March, 2004, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

By Tina Prieto
Secretary

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 8/20/04 by Candace Rensi
(Date) (Name of Person)

as E.D. of WDC
(Title) (Signature of Notarial Officer)

(SEAL)

Dir of Oper
(Title and Rank)

My Commission expires: 5/13/07

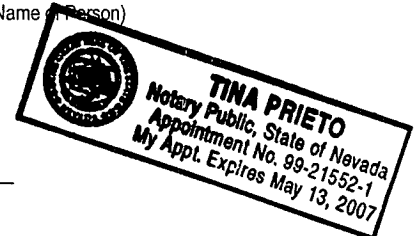


EXHIBIT "A"

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME	LOW INCOME	MODERATE INCOME
	(30%)	(50%)	(80%)
1	\$11,850 or less	\$19,800 or less	\$31,650 or less
2	\$13,550 or less	\$22,600 or less	\$36,150 or less
3	\$15,250 or less	\$25,450 or less	\$40,700 or less
4	\$16,950 or less	\$28,250 or less	\$45,200 or less
5	\$18,300 or less	\$30,500 or less	\$48,800 or less
6	\$19,650 or less	\$32,750 or less	\$52,450 or less
7	\$21,000 or less	\$35,050 or less	\$56,050 or less
8	\$22,350 or less	\$37,300 or less	\$59,650 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 February, 2004.

EXHIBIT "B"

WOMEN'S DEVELOPMENT CENTER

SCOPE OF SERVICES

ESG Program Year 2004/2005

1. City of Las Vegas will provide SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS (\$17,500) in Fiscal Year 2004/2005 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, 2005, Subrecipient will provide transitional housing and affordable rental and homeless prevention services.

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 167 persons.

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.

Provide homeless prevention services for up to 10 families.

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 "C"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
WOMEN'S DEVELOPMENT CENTER

Fiscal Year 2004/2005 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.)	10,000
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.	7,500
TOTAL	17,500

*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 "D" – Part I
Emergency Shelter Grant Beneficiaries
Annual Report

RESIDENTIAL (SHELTER) SERVICES:

July 1, 2004 through June 30, 2005

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:

American Indian/Alaskan Native _____	American Indian/Alaskan Native and White _____
Asian _____	Asian and White _____
Black or African American _____	Black/African American and White _____
Native Hawaiian/Pacific Islander _____	American Indian/Alaskan Native and White _____
White _____	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 "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1, 2004 through June 30, 2005

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:

American Indian/Alaskan Native _____	American Indian/Alaskan Native and White _____
Asian _____	Asian and White _____
Black or African American _____	Black/African American and White _____
Native Hawaiian/Pacific Islander _____	American Indian/Alaskan Native and Black _____
White _____	Other _____

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.)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION – Lisa B. Sherman, Term Expiration 4-1-2004; Malcolm D. White, Term Expiration 4-1-2004

Fiscal Impact

☒	No Impact	Amount:
☐	Budget Funds Available	Dept./Division:
☐	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

The term of office for Lisa B. Sherman and Malcolm D. White will expire April 1, 2004. There is no City residency requirement, terms are for three years and there is no limit to the number of terms that may be served. Ms. Sherman is eligible and wishes to be reappointed. Mr. White is eligible and wishes to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are:
Appoint a new member or Reappoint Ms. Sherman to this seat
Appoint a new member or Reappoint Mr. White to this seat

BACKUP DOCUMENTATION:

1. Current Listing and Authority-Park & Recreation Advisory Commission
2. Memo from Dr. Barbara Jackson, Director of Leisure Services

MOTION:

GOODMAN – Motion to REAPPOINT LISA SHERMAN (Reese's recommendation) and Hold in ABEYANCE MALCOLM WHITE'S seat to 4/7/2004 – UNANIMOUS

Clerk to notify

MINUTES:

There was no discussion.

(12:39 – 12:41)

3-1050

PARK & RECREATION ADVISORY COMMISSION

<u>MEMBERS</u>	<u>ZIP ADDRESS</u>	<u>CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. CASALEGGIO, DAVE (M. McDonald' recommendation)	352 Mallard Street	107	2-05-2003	2-05-2006
2. O'NEILL, TIM (Mack' recommendation)	8905 Colorful Pines (Ward 6)	143	12-04-2002 (Term begins 12-11-2002)	12-11-2005
3. LAZZARO, CHRIS (Brown' recommendation)	7329 Hollywood Park Ave. (Ward 4)	29	11-05-2003 (Term begins 12-12-2003)	12-12-2006
4. SAPLING, WALTER T. (Adamsen' recommendation) (Brown' recommendation) (Reese' recommendation)	2828 Bluffpoint Drive (Ward 4)	134	11-06-1996 (Term begins 1-08-1997) (Reappoint 12-15-1999) (Reappoint 1-08-2003)	1-08-2006
5. HEENAN, LETIA (LEE) M. (Adamsen' recommendation) (Goodman' recommendation)	4527 Alpine Place (Ward 1)	107	9-1974 (Reappt 12-15-1997) (Reappt 1-03-2001) (Reappt. 1-7-2004)	1-7-2007
6. ROMEO, DONALD MD. (Hawkins' recommendation) (M. McDonald' recommendation) (Mack' recommendation)	Hm: 4821 Black Bear Road Condominium No. 101 (Ward 6)	129	1-1977 (Reappoint 11-06-1996) (Reappoint 10-20-1999) (Reappoint 10-16-2002)	11-18-2005
7. BLACKBURN, BRENT (Reese' recommendation) (Filled unexpired term of Mattie Martin - Deceased)	1205 James Street (Ward 3)	101	10-18-2000 (Reappoint 12-05-2001)	1-06-2005
8. CORDEIRO, CARLOS (Brown' recommendation) (Filled unexpired term of Zelda Weingard)	2004 White Falls St. (Ward 4)	128	6-4-2003	11-18-2005
9. SHEA, MARJEAN (Mayor Jones' recommendation) (Reese' recommendation) (Reese' recommendation)	7056 Hillcroft Way (County)	147	11-06-1996 (Term begins 12-11-1996) (Reappoint 12-01-1999) (Reappoint 11-20-2002)	12-11-2005
10. WHITE, MALCOLM D. (L. B. McDonald' recommendation) (Filled unexpired term of Jack Doyle - Deceased)	8504 Copper Falls Avenue (Ward 4)	129	11-07-2001	4-01-2004
11. SHERMAN, LISA B. (Brass' recommendation) (Formerly Lisa Cavaretta) (Home - 3077 Yankee Clipper Dr., 89117) (Reese' recommendation)	P. O. Box 80104 (Mailing) (Ward 2)	180	4-01-1992 (Reappoint 4-05-1995) (Reappoint 3-23-1998) (Reappoint 3-07-2001)	4-01-2004

12.	FOGER, CHARLES (Weekly' recommendation)	1121 Tumbleweed Avenue (Ward 5)	106	11-06-2002	3-24-2006 (Reappt. 2-19-2003)
13.	LANCES, JENNIFER (M. McDonald' recommendation)	Administrative Services, 6 th Floor P. O. Box 551712 (Ward 1)	155	3-19-2003	3-19-2006
14.	HAUPT, ERNIE (Adamsen' recommendation) (L. McDonald' recommendations)	1434 Cottonwood Place (Ward 3)	101	12-07-1998	3-24-2006 (Reappt. 3-01-2000) (Reappt. 3-05-2003)
15.	McCURDY, WILLIAM (Goodman' recommendation) (Replaced Manny Abeyta - Moved out of state) (Goodman' recommendation)	1117 Hart Avenue (Ward 5)	106	12-05-2001	2-20-2006 (Reappt. 1-22-2003)

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS, WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS BOARD.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(must fill unexpired terms)

NOTES: **No City residency requirement.**

NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEETS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

Memorandum

City of Las Vegas
Department of
Leisure Services

To: Barbara (Roni) Ronemus, City Clerk
From: Barbara P. Jackson, DPA
CC: Donna Willey, Mary Klaholz
Date: February 23, 2004
Re: Parks and Recreation Advisory Commission - Reappointments

Lisa Sherman and Malcolm White's appointment will expire April 1, 2004. Ms. Sherman and Mr. White have requested a desire to be reappointed to the Parks and Recreation Advisory Commission.

Ms. Sherman was present for eight of eleven meetings in 2001, seven of ten meetings in 2002, ten of twelve meetings in 2003, and none of two meetings in 2004.

Mr. White was present for nine of ten meetings in 2002, ten of twelve meetings in 2003, and two of two in 2004.

If you need additional information, please contact Mary Klaholz at extension 6588.

Thank you.

BPJ:mdk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

CHILD CARE LICENSING BOARD – Lolanda Bunch, Term Expiration 6-2007 (Resigned)

Fiscal Impact

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

Each member of Council appoints one member subject to ratification by the Council with terms concurrent with the term of the appointing City Council member. All members of this board must be City residents and fill unexpired terms. Additionally, no fewer than one and no more than three members must be currently licensed as owners or operators of child care facilities within the City. The other four citizen members are not required to fill a specific category. Lolanda Bunch, Councilman Weekly's appointment, has resigned and it will be necessary to fill this unexpired term.

RECOMMENDATION:

Councilman Weekly to recommend his coterminous appointee, filling Ms. Bunch's unexpired term. The appointee must be a city resident, may be a licensed operator of a child care facility or may be a citizen member.

BACKUP DOCUMENTATION:

1. Current Listing and Authority – Child Care Licensing Board
2. Resignation letter from Lolanda Bunch

MOTION:

WEEKLY – ABEYANCE TO 4/7/2004 – UNANIMOUS with GOODMAN abstaining because his wife is associated with the Meadows Preschool, which is subject to this Board

MINUTES:

COUNCILMAN WEEKLY said that unfortunately MS. BUNCH could not serve due to where she lives.

(12:41 – 12:42)

3-1096

CHILD CARE LICENSING BOARD

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1) HAYES, MARY JANE * (Brown appointment)	2612 Ashby Avenue (Ward 4) Licensed Operator of Child Care Facility Representative	02	10-3-2001	6-2005
2) GRECO, STEVEN J.. (L. B. McDonald appointment)	1212 Enderly Lane (Ward 2)	44	10-29-2003	6-2005
3) CLODT, TERRY D. (Mayor Goodman appointment) (Mayor Pro-Tem Reese appointed for Mayor Goodman)	6936 Rosinwood St. (Ward 6)	31	12-17-2003	6-2007
4) SALM, MARYANNE (Reese appointment)	1047 East Oakey Blvd. (Ward 3)	04	6-18-2003	6-2007
5) PROUD, JULIE (Moncrief's appointment)	2509 Callita Court (Ward 1)	02	12-5-2001 (Reappt. 7-2-2003)	6-2007
6) BUNCH, LOLANDA (Weekly's appointment)	RESIGNED 3406 Hillside Garden Drive Licensed Operator of Child Care Facility Representative	35	2-4-2004	6-2007
7.) JUNE GUNDERSON (Mack's appointment)	5409 Lucky Clover Street (Ward 6)	49	12-17-2003	6-2005

AUTHORITY: L.V.M.C. 6.24. Created by Ord. #860, 8-10-60. Bill #92-7, Ord. 3631, 3-4-92, restructured board. Bill #2001-70, Ord. 5346, 8-1-01, financial disclosure statement. Bill #2003-77; Ord. 5635 First Amendment; expanded and defined membership and amended licensing provisions. Ord. 5664 further defined restrictions on membership concerning childcare licensees.

MEMBERS: 7 MEMBERS appointed by the City Council, with each member of the Council making one appointment.

TERM: 4 years, with term to run concurrent with term of the elected official who made the appointment.

NOTES: **MUST BE CITY RESIDENT. MUST FILL UNEXPIRED TERMS IF APPROPRIATE. NO LIMIT TO NUMBER OF TERMS, WHICH MAY BE SERVED.**
(City Financial Disclosure no longer required due to adoption of Bill #2001-70, Ord. #5346, adopted 8-1-01. State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Boards no longer required to file State form.) (Council to give special consideration to the background of appointees - qualifications, ability, education, experience, training, profession or occupation, availability and willingness to serve, etc.)

RESTRICTION: *No fewer than one and no more than three members must be currently licensed as owners or operators of child care facilities within the City, with an owner/operator who transfers or terminates ownership eligible to complete their term. The other four citizen members are not required to fill a specific category

PURPOSE: Hears all applications for child care facility licenses and advises the City Council, and makes recommendations on amendments to the Child Care Chapter of the City Code.

MEETINGS: Meets second Wednesday of each month, 3:00 p.m., Council Chambers.

Godsend Learning Center

1001 North Tonopah Drive

Las Vegas NV 89106

702-647-5712 Fax 702-647-4975

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CITY CLERK

2004 MAR 10 PM 3:19

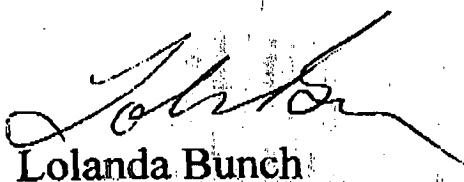
Attn: Wendy Smith

In Reference to:

Child Care Licensing Board

I Lolanda Bunch hereby give my resignation from the child care licensing board, and give up all other privileged duties in retrospect to this appointed position. On this 10th day of March 2004.

Cordially Yours,



Lolanda Bunch

RECEIVED
FINANCE AND
BUSINESS SERVICES
2004 MAR 10 PM 2:38

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY (ACTING)

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly & Councilwoman Moncrief

Discussion and possible action regarding a Real Property Purchase and Sale Agreement between the City of Las Vegas and Box Canyon Professional Park Phase II, LLC for property located in the Las Vegas Technology Center (\$1,123,782 Gain - Industrial Revenue Fund) - Ward 4 (Brown)

Fiscal Impact

☐

No Impact

Amount: \$1,123,782 - Gain

☐

Budget Funds Available

Dept./Division: OBD/Economic Development Div

☐

Augmentation Required

Funding Source: Industrial Revenue Fund

PURPOSE/BACKGROUND:

A Real Property Purchase and Sale Agreement with Box Canyon Professional Park Phase II, LLC for 2.457 acres, at sale price of \$10.50 per square foot.

RECOMMENDATION:

The 3/15/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Purchase and Sales Agreement
3. Disclosure of Principals
4. Site Map

MOTION:

BROWN – APPROVED as recommended – UNANIMOUS

MINUTES:

TYLER CORBRIDGE, Director of Development, Box Canyon Professional Park, was present.

IAIN VASEY, Acting Director, Business Development Office, reviewed the information under the Subject and Purpose/Background sections above. He added that the developer proposes to build three office buildings with an aggregate of about 23,00 square feet of office space. The estimated construction cost is \$900,000.

On behalf of the managing member of the LLC, MR. CORBRIDGE thanked the Council for its support, particularly COUNCILMAN BROWN.

CITY COUNCIL MEETING OF MARCH 17, 2004

Real Estate

Item 86 - Discussion and possible action regarding a Real Property Purchase and Sale Agreement between the City of Las Vegas and Box Canyon Professional Park Phase II, LLC for property located in the Las Vegas Technology Center (\$1,123,782 Gain - Industrial Revenue Fund) - Ward 4 (Brown)

MINUTES – Continued:

TOM McGOWAN, Las Vegas resident, demanded the names of the owners of Box Canyon.

AL GALLEGOS, citizen of Las Vegas, complained about the Agenda Summary Pages not containing parcel numbers, making it difficult for the public to identify the location of the property involved.

(12:42 – 12:45)

3-1135

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: Discussion and possible action regarding a real property Purchase and Sale agreement between the city of Las Vegas and Box Canyon Professional Park Phase II, LLC for property located in Las Vegas Technology Center

The major points of the proposed action are as follows:

- * The site consists of 2.457 acres in full (107,026 sq. ft.).
- * The land purchase price is \$1,123,728

The project consists of three office buildings with an aggregate of 21,000 sq.ft. of floor space with an estimated construction cost of \$900,000.

- * The estimated tax increment will be \$26,856
- * The combined facilities will employ 35 persons
- * The property consists of a 2.45 acre parcel that is contiguous with the Box Canyon Master Site currently under development. The plan allows for connections of parking drive aisles etc.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, entered into this 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and Box Canyon ^{Professional} ~~Business~~ Park, Phase II, LLC a Nevada limited liability company (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property that is located within what is known as the Las Vegas Technology Center (hereinafter the "Technology Center"); and

WHEREAS, the Technology Center is comprised of approximately two hundred fifty (250) acres that is bounded by the Oran K. Gragson Highway on the east, Cheyenne Avenue on the north, the Gowan detention basin for the Clark County Regional Flood Control district on the west, and Smoke Ranch Road on the south; and

WHEREAS, the City desires to sell to the Developer or its nominee, and the Developer desires that it or its nominee purchase from the City, a portion of said City-owned property, that portion being referred to hereinafter as the "Site;" and

WHEREAS, the Site is subject to that certain document entitled "Las Vegas Technology Center Third Amended Declaration of Covenants, Conditions and Restrictions - September 1991", which is recorded in the records of the Clark County Recorder at Book 920210, Instrument 01115; and amended in the Fourth Amended Declaration of Covenants, Conditions and Restrictions, which is recorded in Book 200007 07, Instrument 01585; of the Clark County Recorder (hereinafter collectively the "CC&R's")

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the sale to and purchase by the Developer of the Site as hereinafter described. As used hereinafter, the "Developer" refers to the Developer, or its nominee or assignee, subject to the provisions of Section 22.

2. THE SITE

The Site consists of Two point four five seven (2.457) acres, is depicted generally in Exhibit A, and is legally described more particularly in Exhibit B. Exhibits A and B are attached hereto and incorporated herein by this reference. The Site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from the local utility companies.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, the City agrees to sell to the Developer, and the Developer agrees to purchase, the Site as described above.

4. ACQUISITION OF SITE

The Purchase Price for the Site is One Million One Hundred Twenty Three Thousand Seven Hundred Eighty Two Dollars (\$1,123,782) (hereinafter "Purchase Price"). The Purchase Price is based on Ten Dollars Fifty Cents (\$10.50) per square foot for the Site, which contains two point four five seven (2.457) acres or one hundred seven thousand twenty seven (107,026) square feet. The entire Purchase Price for the Site is due and payable at or before the close of escrow as described in Section 14. For purposes of determining the Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping.

5. SITE DEVELOPMENT

The Developer agrees that:

a. Any and all development on the Site will conform to the procedures and limitations contained in the CC&R's, zoning regulations and all applicable building and other codes as adopted by the City of Las Vegas and that the Site will be utilized for the purpose of constructing Class A office facilities to be used by Box Canyon ~~Business~~ *Professional* Park, Phase II.

b. Three office buildings are planned with an aggregate of approximately 23,450 sq. ft. The Developer agrees to develop all setbacks, landscaping, sidewalks, parking lots, driveways, sewer lines, future building pad(s) development, on-site utilities, and other on-site improvements and construct the buildings for professional use. The Developer has the absolute right after completion of construction of the three buildings to lease or sell any portion of the buildings to a third party without written consent of the City.

- c. The construction of improvements upon the Site will be considered completed for purposes of this Agreement at the time that the City issues a Certificate of Occupancy.
- d. The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

6. GENERAL REPRESENTATIONS

The City and the Developer each represent and warrant that:

- a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;
- b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the city or the Developer as provided in this Agreement;

- c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement.

7. EARNEST MONEY DEPOSIT

Concurrently with its execution of this Agreement, the Developer has delivered to the City a deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of Ten Thousand Dollars (\$10,000). Prior to the City's execution of this Agreement, any attempt on the part of the Developer to revoke its offer to enter into this Agreement or to materially modify the terms hereof without the City's consent shall entitle the City to retain the Earnest Money Deposit.

Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Site, the Earnest Money Deposit shall be applied toward the purchase of the Site.

8. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the City agrees to convey to the Developer the Site in accordance with this Agreement. Except as otherwise specifically provided, all closing and escrow costs related to the conveyance of the Site to the Developer shall be borne by the parties in equal shares.

9. ESCROW

The Developer agrees to open an escrow with a mutually agreed upon local title company, or some other title insurance company satisfactory to the City and the Developer having equal or greater financial responsibility (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within sixty (60) days after the effective date of this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise

specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to the City and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

The City shall timely and properly execute, acknowledge and deliver to the Escrow Agent a deed conveying to the Developer title to the Site in accordance with this Agreement.

Upon delivery of the deed to the Escrow Agent by the City and upon tender by the Developer of the Purchase Price (less the Earnest Money Deposit) pursuant to this Agreement, the Escrow Agent shall record such deed when title can be vested in the Developer and title insurance as required by Section 15 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law.

The Escrow Agent is authorized and instructed to:

- a. Expeditiously obtain a preliminary title report ("PTR") for the Site and deliver a copy to each party.

Thereafter, the Developer shall have ten (10) working days in which to accept, reject or request modification of the PTR. The Developer's failure to object to the PTR within ten (10) working days after delivery shall be deemed to represent the Developer's approval of the PTR.

- b. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 9 and related solely to the acquisition and transfer to the Developer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow;

- c. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer;

- d. Obtain and charge each of the parties one-half of the cost of a title insurance policy insuring title to the Site in conformance with the requirements of Section 15 of this Agreement. The additional cost of an ALTA survey policy if desired by the Developer shall be borne entirely by the Developer.
- e. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada.

Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the ten (10) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 9 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the City and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All Communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 29 of this Agreement for notices, demands and communications between the City and the Developer.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 15, inclusive, of this Agreement.

10. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

Provided that the Developer is not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Site shall be completed on or prior to one hundred twenty (120) days from the date escrow is opened. The City and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

Notwithstanding any other provision of this Agreement, the Developer shall have no obligation to proceed with the acquisition of the Site if, by ninety (90) days following the effective date of this Agreement:

The Developer has not approved the preliminary title report in accordance with Section 9 of this Agreement.

In such case, the Developer, upon request, shall be entitled to the return of its Earnest Money Deposit.

Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 20 of this Agreement. The Developer shall accept title and possession on or before the dates described in this Section 10.

11. FORM OF DEED

The City shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 12 of this Agreement by a grant, bargain and sale deed in a form that is consistent with Exhibit C to this Agreement ("deed").

12. CONDITION OF TITLE

The City shall convey title to the Site free and clear of all recorded liens, encumbrances, assessments, taxes, and other defects except those acceptable to the Developer.

13. CONDITIONS PRECEDENT TO CLOSING

In order for escrow to close with respect to the Site, the City must have deposited with the Escrow Agent the appropriate deed and the Developer must have deposited with the Escrow Agent the Purchase Price.

14. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 13, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 15 of the Agreement. The recordation of the deed shall constitute the close of escrow.

15. TITLE INSURANCE

Concurrently with recordation of any deed, the Title Company shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that the title to the property is vested in the Developer in the condition required by Section 12 of this Agreement. The Title Company shall provide the City with a copy of the title insurance policy and the title insurance policy shall be, at a minimum, in the amount of the Purchase Price of the Site.

16. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

Prior to, and as a condition of, the close of escrow, Developer agrees to deposit into escrow the amount due to the Las Vegas Technology Center Owners Association for the assessment on the Site for the period from the close of escrow to the end of the year. As of close of escrow, Title Company shall issue a check in the name of the Las Vegas Technology Center Owners Association for the amount indicated by the Las Vegas Technology Center Owners Association for the aforementioned period. The check shall be mailed to: Las Vegas Technology Center Owners Association, c/o The Cornerstone Company, 210 Las Vegas Blvd So. Suite 250, Las Vegas, Nevada 89101-8576.

17. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the Developer.

18. ZONING OF THE SITE

The City represents that the City of Las Vegas General Plan and zoning ordinances permit the development and construction on the Site of facilities for medical and professional offices.

19. "AS IS" SALE

Prior to the close of escrow, the Developer and its representatives will have been afforded the opportunity to make such inspections of the Site and matters related thereto as the Developer and its representatives may desire. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such

related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title (except as provided by the deed to be delivered by the City to the Developer as set forth in Section 11,) occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

20. INSPECTION BY THE DEVELOPER

Commencing with the first date set forth above and extending for a period of thirty (30) days thereafter, or ten (10) days prior to the close of escrow, whichever occurs sooner, (the

"Inspection Period"), the Developer and its representative shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, surface and subsurface soil and engineering tests and environmental assessments as the Developer may reasonably require, but such surveys, tests and assessments shall not damage the Site. The Developer shall indemnify, defend and hold the City harmless for any personal injury, death or property damage, including costs and attorney's fees, arising out of any activity by the Developer or its agents, employees or contractors pursuant to this Section. The Developer shall have access to all data and information on the Site available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the Developer prior to conveyance of title thereto shall be done only after written consent of the City Manager (which consent shall not be unreasonably withheld) and at the sole expense of the Developer. The Developer shall save and protect the City against any claims resulting from each and every entry upon and inspection of the Site and execute such documents as are customarily required for entry onto public property. The City Manager is authorized to

execute such documents for the Developer's entry onto public property without further action by the City. Copies of data, surveys and tests obtained or made by the Developer on the Site shall be filed with the City. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

Notwithstanding any other provision of this Agreement, the Developer shall have the right to terminate this Agreement, prior to expiration of the Inspection Period, if inspection of the Site reveals soil or similar conditions that, in the Developer's reasonable judgment, make development impossible or impractical. Upon its exercise of said right to terminate, the Developer shall be entitled to the return of the Earnest Money Deposit.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 5. The Developer has the absolute right to lease any portion of the development within the Site and/or the Site itself without written consent of the City.

23. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

24. DEFAULT AND REMEDIES

If the Developer fails to fulfill its obligations with respect to the purchase of the Site, where such failure is not based upon defective title or is not otherwise excused specifically under this Agreement, the City shall be entitled to terminate this Agreement and retain the Earnest Money Deposit.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

- a. Written notice of default is provided to the party in default; and
- b. Within twenty (20) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice.

25. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

26. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

27. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer or for any obligation of the City under the terms of this Agreement.

28. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section 29. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City: City Manager's Office
 City of Las Vegas
 400 Stewart Avenue
 Las Vegas, Nevada 89101

With a copy to: Office of Business Development
 Attn: Director
 400 Stewart Avenue
 Las Vegas, Nevada 89101

If to the Developer:

Professional
Box Canyon ~~Business~~ Park, Phase II, LLC
2635 Box Canyon Drive
Las Vegas, Nevada 89128

29. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 29, inclusive, and Exhibits A, B, C, and D attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

30. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

31. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

32. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

33. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Council warrants that it has

disclosed, on the form attached hereto as Exhibit D, all principals, including partners of Box Canyon ^{Professional} Business Park, Phase II, LLC as well as all persons and entities holding more than one percent (1%) interest in Box Canyon ^{Professional} Business Park, Phase II, LLC.

34. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

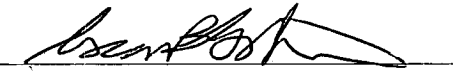
This Agreement, when executed by the Developer and delivered to the City, must be approved by the City Council, executed and delivered by the City within sixty (60) days or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. By executing this Agreement and submitting it to the City, the Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. Any attempted revocation of such offer or material modification of the terms hereof without the consent of the City shall entitle the City to retain the Developer's Good Faith Deposit. The effective date of this Agreement shall be the date when this Agreement has been signed by the City. This Agreement may be recorded in the Office of the County Recorder, Clark County, Nevada.

Date of City Council Approval:

March 17, , 2004

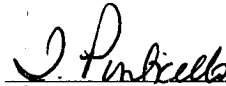
CITY OF LAS VEGAS

By



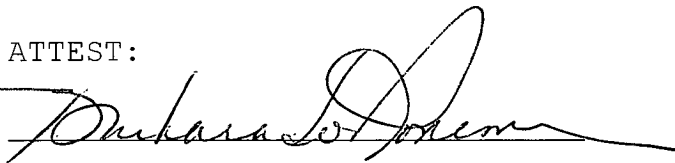
OSCAR B. GOODMAN, Mayor

Approved as to form:



Date: 2/26/04

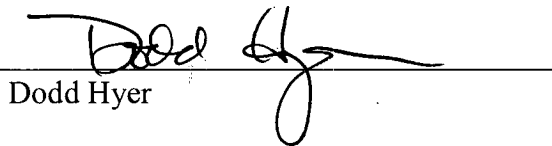
ATTEST:



BARBARA JO RONEMUS, City Clerk

^{Professional}
Box Canyon ~~Business~~ Park, Phase II, LLC

By



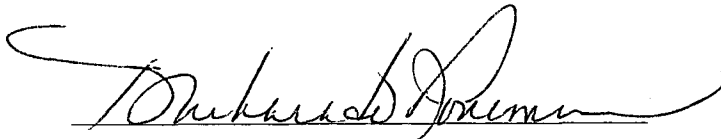
Dodd Hyer

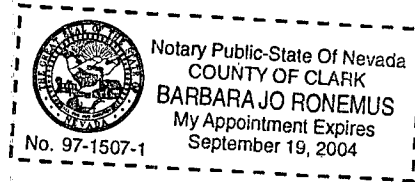
Title: _____

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 18th day of March, 2004, personally
appeared before me, the undersigned, a Notary Public in and for
the County of Clark, State of Nevada, OSCAR B. GOODMAN, who
acknowledged that he executed the above instrument.





NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2004, personally
appeared before me, the undersigned, a Notary Public in and for
the County of Clark, State of Nevada, _____, who
acknowledged that _____ he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

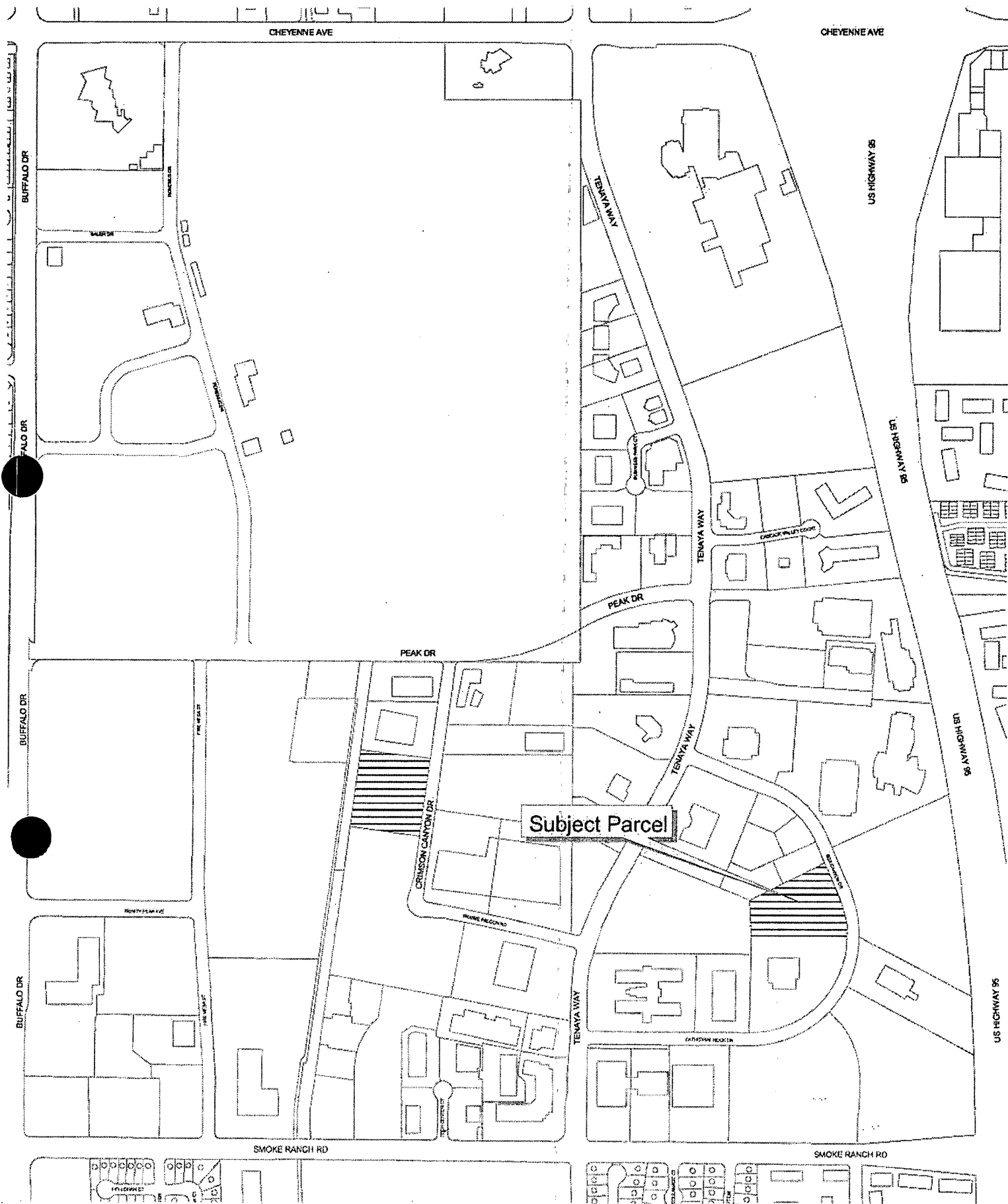


Exhibit A



EXHIBIT "B"
A.P.N. 138-15-810-013 (290-603-009)
RESUBDIVISION LAS VEGAS TECHNOLOGY CENTER
2.457 AC PARCEL SOUTH SIDE BOX CANYON

That portion of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 1 in BLOCK NUMBER 2 of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, A COMMERCIAL SUBDIVISION, as filed September 4, 1990 in Book 47 of Plats, Page 35, also being a portion of PARCEL 2-2 as mapped on the RECORD OF SURVEY, as filed June 19, 1998 in File 96 of Surveys, Page 5, and as said PARCEL 2-2 was remapped by RECORD OF SURVEY, as filed September 27, 2001 in File 118 of Surveys, Page 30 and as remapped by RECORD OF SURVEY, as filed December 5, 2001 in File 119 of Surveys, Page 51 and as reverted to the original boundaries of said PARCEL 2-2 by RECORD OF SURVEY, as filed April 16, 2002 in File 121 of Surveys, Page 88, all of Clark County, Nevada Records, described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter (SE 1/4) of said Section 15, being the intersection of the centerlines of TENAYA WAY and SMOKE RANCH ROAD as shown on said plat of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER; thence along the west line of said Southeast Quarter (SE 1/4) and the centerline of said TENAYA WAY, North 00°02'05" East a distance of 700.00 feet to the beginning of the tangent arc of a circle, concave easterly and having a radius of 1167.01 feet; thence continuing along the centerline of said TENAYA WAY, northeasterly along said arc through a central angle of 28°50'01" and an arc distance of 587.28 feet; thence continuing along said centerline, tangent to said arc, North 28°52'06" East a distance of 212.11 feet; thence at right angles to said centerline, South 61°07'54" East a distance of 40.00 feet to the most westerly corner of that certain parcel of

OWNER'S INITIALS _____

EXHIBIT "B"

(CONTINUED)

A.P.N. 138-15-810-013 (290-603-009)
RESUBDIVISION LAS VEGAS TECHNOLOGY CENTER
2.457 AC PARCEL SOUTH SIDE BOX CANYON

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OWNER'S INITIALS _____

EXHIBIT "B"
(CONCLUDED)

A.P.N. 138-15-810-013 (290-603-009)
RESUBDIVISION LAS VEGAS TECHNOLOGY CENTER
2.457 AC PARCEL SOUTH SIDE BOX CANYON

PARCEL 2-2 and along the westerly right-of-way line of said BOX CANYON DRIVE, tangent to said arc, North 24°14'59" West a distance of 135.88 feet; thence South 65°45'01" West a distance of 407.82 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains an area of 107,042 square feet or 2.457 acres, more or less.

The Basis of Bearings of the above legal description is North 89°40'38" West, being the south line of the Southwest Quarter (SW 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., as shown on the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, A COMMERCIAL SUBDIVISION, as filed September 4, 1990 in Book 47 of Plats, Page 35 of Clark County, Nevada Records.

Scripsit:
Michael Barrett, SEA, TTG
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
89101

Recording Requested by:

City of Las Vegas, Nevada

After Recordation, Mail to:

Mr. Dodd Hyer

Box Canyon Business Park, Phase II

2635 Box Canyon Drive

Las Vegas, Nevada 89128

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains and sells to Box Canyon Business Park, Phase II, LLC, a Nevada Limited Liability Company (herein the "Grantee"), all right, title and interest in the real property (the "Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference, which Property is also known as APN 138-15-810-013 (290-603-009).

1. The Property is conveyed pursuant to an agreement for purchase and sale (the "Agreement") of the Property entered into by and between Grantor and Grantee and dated _____. The conveyance herein is subject to the terms, covenants and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation and development of the Property is subject to compliance with certain covenants, restrictions and obligations.

3. The absence from this Deed of the covenants, restrictions and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.

5. The Property is conveyed subject to restrictions, reservation, conditions, rights-of-way, easements and other encumbrances of record

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2004.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor
"Grantor"

Approved as to form:

Date

ATTEST:

BARBARA JO RONEUMUS, City Clerk

ACCEPTANCE

The provisions of this Grant, Bargain and Sale Deed are hereby approved and accepted.

Professional
Box Canyon Business Park, Phase II, LLC
A Nevada Limited Liability Company

Dodd Hyer

Dodd Hyer

"Grantee"

ACKNOWLEDGEMENTS

State of Nevada)
)
County of Clark)

 This instrument was acknowledged before me, a notary
public, on this _____ day of _____, 2004 by
Oscar B. Goodman, Grantor

Notary Public

State of Nevada)
)
County of Clark)

This instrument was acknowledged before me, a notary public, on
this _____ day of _____, 2004 by Dodd Hyer,
Grantee.

Notary Public

EXHIBIT "A"

**A.P.N. 138-15-810-013 (290-603-009)
RESUBDIVISION LAS VEGAS TECHNOLOGY CENTER
2.457 AC PARCEL SOUTH SIDE BOX CANYON**

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EXHIBIT "A"

(CONTINUED)

A.P.N. 138-15-810-013 (290-603-009)

RESUBDIVISION LAS VEGAS TECHNOLOGY CENTER

2.457 AC PARCEL SOUTH SIDE BOX CANYON

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Scripsit:
Michael Barrett, SEA, TTG
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
89101

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.

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity
Box Canyon Professional Park, <i>Phase II, LLC</i>	
Name	
2635 Box Canyon Drive	
Address	
(702) 633-4994	
Telephone	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #	

Block 3	Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation	

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.	Dodd Dale Hyer (Owner)	2635 Box Canyon Drive Las Vegas, NV 89128	(702) 633-4994
2.	Lawrence Tyler Corbridge (Owner)	2635 Box Canyon Drive Las Vegas, NV 89128	(702) 633-4994
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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: _____

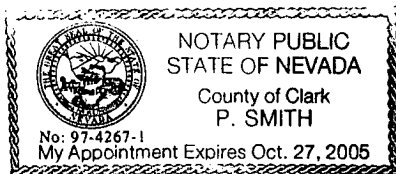
Block 5**Disclosure of Ownership and Principals - Alternate**

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.



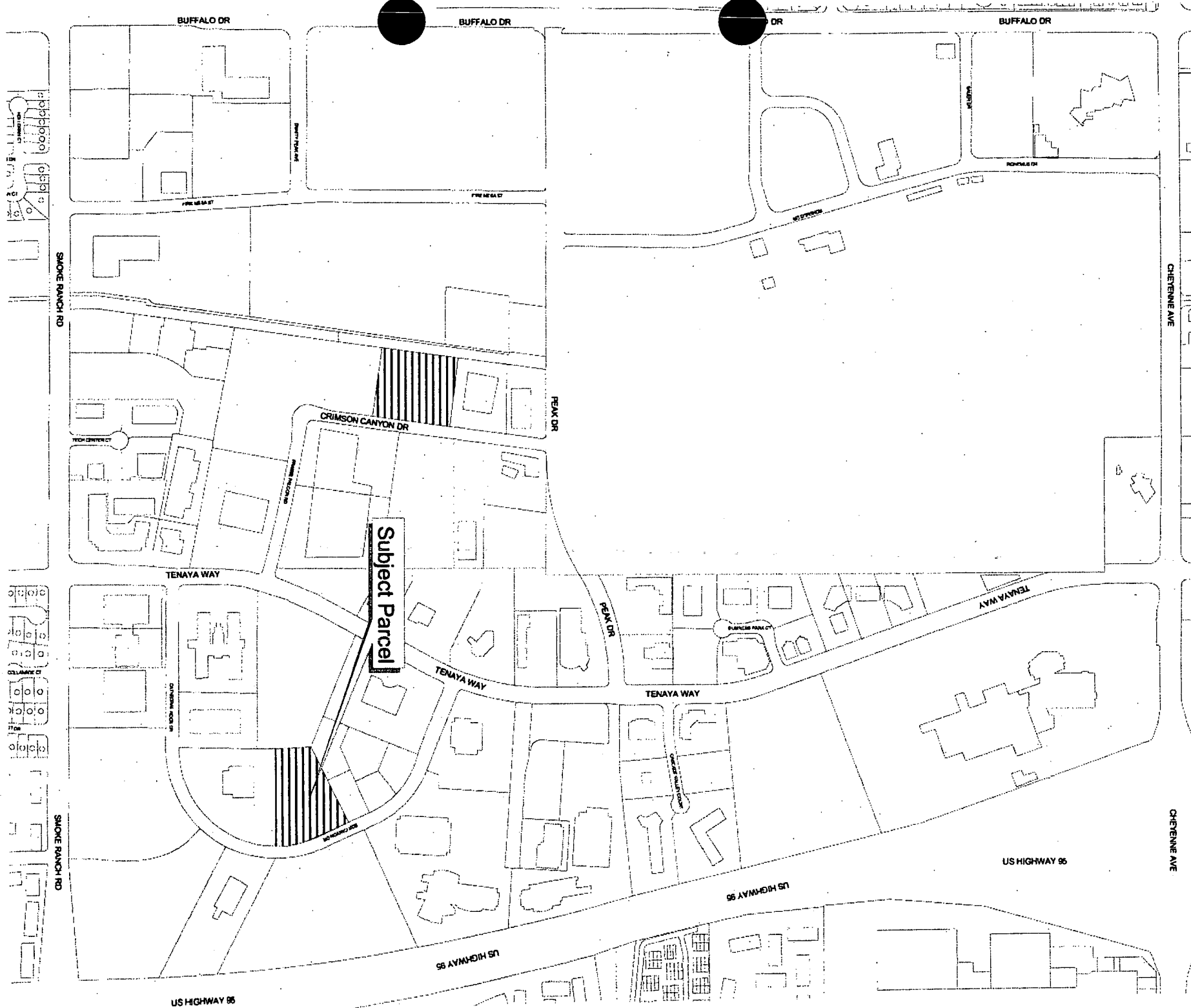
Don Dye
Name

3-1-04
Date

Subscribed and sworn to before me this 1st
day of

March, 2004.
[Signature]
Notary Public

Exhibit A



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT**DIRECTOR: IAIN VASEY (ACTING)**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE: - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Disposition and Development Agreement with the Urban Chamber of Commerce for the acquisition and development of a 3.0 acre parcel located at the Southwest corner of Mount Mariah Drive and Martin L. King Boulevard, APN 139-21-313-007 and -008 - Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount:** Gain of \$1.00☐**Budget Funds Available****Dept./Division:** OBD/Economic Development Div.☐**Augmentation Required****Funding Source:** Industrial Revenue Fund**PURPOSE/BACKGROUND:**

On June 2, 2003, the Economic Development Administration (EDA), U.S. Department of Commerce, authorized the Urban Chamber of Commerce to submit a fiscal year 2004 grant application in the amount of \$2 million for construction of a mixed use business incubator and service center. Upon final approval of the grant award by the EDA, the City would convey the 3-acre site to the Urban Chamber provided that the business center is constructed and maintained for a 5-year period.

RECOMMENDATION:

The 3/15/2004 Real Estate Committee and staff recommend approval and authorization for Mayor to execute the Disposition and Development Agreement, and any related documents

BACKUP DOCUMENTATION:

1. Site Map
2. Agenda Memo
3. Disposition and Development Agreement
4. Disclosure of Principals
5. Letter dated December 15, 2003, from A. Leonard Smith, EDA

MOTION:

WEEKLY – APPROVED as amended – UNANIMOUS

MINUTES:

HANNAH BROWN, President, and RONALD DESPENZA, Vice President, of the Urban Chamber of Commerce, as well as WINSTON H. HENDERSON, President of Winston H. Henderson Architects, were present.

CITY COUNCIL MEETING OF MARCH 17, 2004

Real Estate

Item 87 - Discussion and possible action regarding a Disposition and Development Agreement with the Urban Chamber of Commerce for the acquisition and development of a 3.0 acre parcel located at the Southwest corner of Mount Mariah Drive and Martin L. King Boulevard, APN 139-21-313-007 and -008 - Ward 5 (Weekly)

MINUTES - Continued:

IAIN VASEY, Acting Director, Business Development Office, noted the following recommended change to Item 26 of the agreement: If the developer does not secure the commitment from EDA by 7/30/2004, this agreement shall terminate automatically and be deemed null and void in its entirety by both parties. He then described the project, as contained under the Purpose/Background section above. He added that following the close of escrow, the Urban Chamber must begin construction no later than 7/30/2005 and complete construction by 12/29/2006.

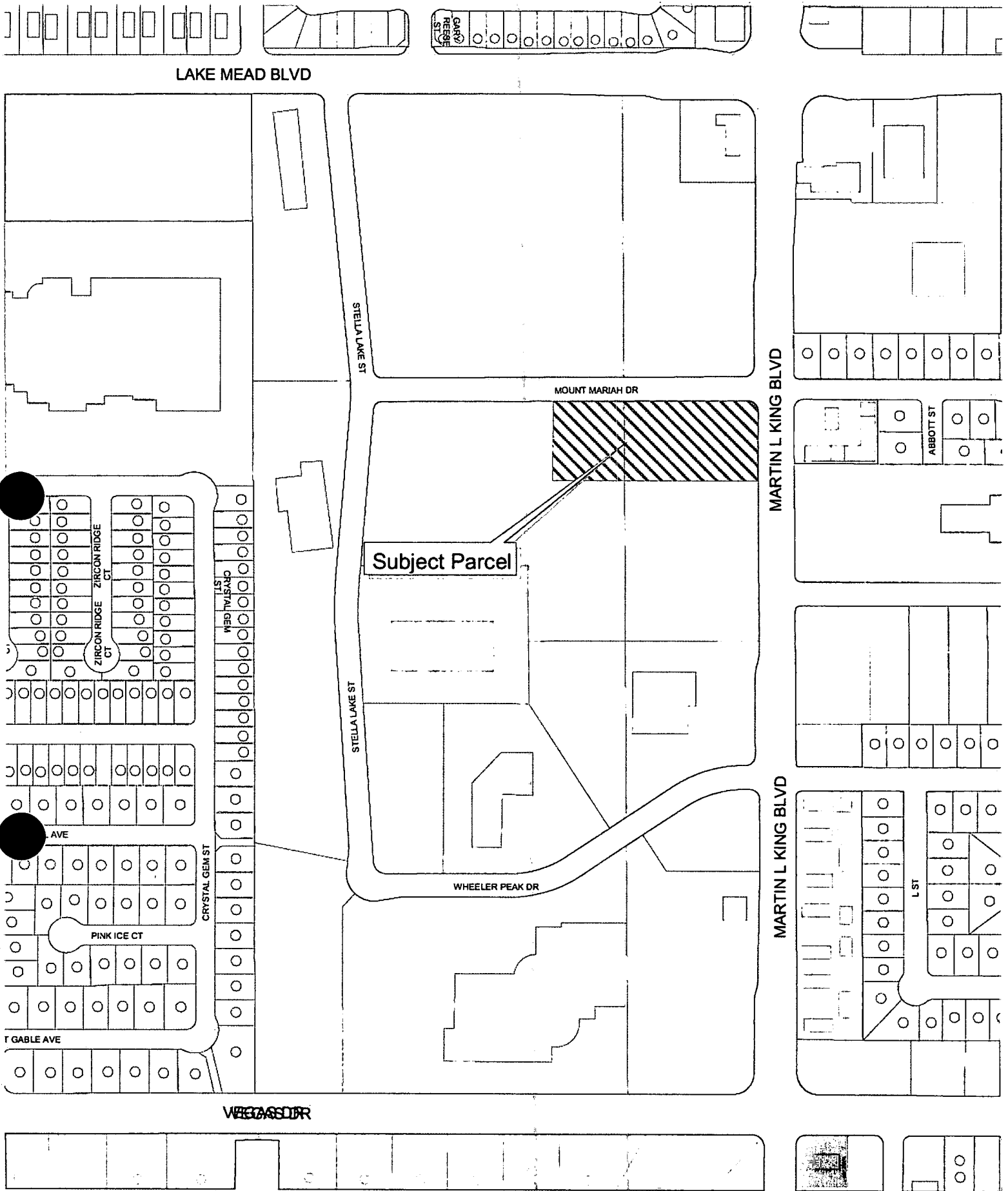
MRS. BROWN expressed her content at being part of the economic development of this community. The Urban Chamber of Commerce has been located in West Las Vegas for over 20 years. It has been working on a technical assistance grant for over three years. Once obtained, it will afford the Chamber the opportunity to directly impact the economy of the area. Support was received from the County, MGM Grand, Station Casinos, Mandalay Bay, and Caesar's Entertainment. She thanked City staff for its hard work and requested approval.

MR. HENDERSON showed a rendering of the proposed single-story building. The intent is to provide an attractive front on Martin Luther King Boulevard. The facility will house a bank branch, Urban Chamber offices, and ancillary small business.

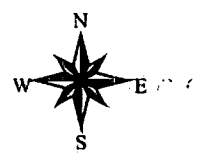
COUNCILMAN WEEKLY remarked that this project has been long awaited. He appreciated the Chamber's hard work in bringing the project to fruition. He also thanked his colleagues for their support.

(12:45 – 12:51)

3-1227



Site Map



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: Discussion and possible action regarding a Disposition and Development Agreement with the Urban Chamber of Commerce for the acquisition and development of a 3.0 acre parcel located at the Southwest corner of Mount Mariah Drive and Martin Luther King Boulevard - Ward 5 (Weekly)

1. Since January of 2001, the Urban Chamber of Commerce (Urban Chamber) has been working with the Economic Development Administration (EDA), U.S. Department of Commerce, for obtaining financial assistance to support the design, development, construction and operation of a facility dedicated to fostering small and medium size businesses in the West Las Vegas area.
2. On June 2, 2003, EDA regional director A. Leonard Smith authorized the Urban Chamber to submit a grant application for the construction of a mixed-use business incubator and services center. On December 15, 2003, Mr. Smith provided the City with a written update, and indicated that the grant award is still pending.
3. The City desires to formalize its intent to convey a site comprising approximately 3.0 acres, located at the Southwest corner of Mount Mariah Drive and Martin Luther King Boulevard, in the Las Vegas Enterprise Park, by entering into a Disposition and Development (DDA) with the Urban Chamber.
4. Through the Disposition and Development Agreement (DDA), the Urban Chamber of Commerce would purchase the land for a conveyance fee of \$1.00, plus a purchase price of \$850,000, which is the market value of the land at \$6.50 per square foot.
5. The DDA requires that the Urban Chamber meet the following conditions precedent prior to closing escrow and receiving title to the property: achievement of the grant award from the EDA; obtaining any additional funds, public or private, necessary to complete the construction of at least 20,000 square feet of gross office space; payment of a conveyance fee of \$1.00; execution of the Promissory Note and Trust Deed; and completion of Site Plan, Elevations, and construction documents which would enable Urban Chamber to commence construction.
6. The City would obtain a Promissory Note secured by a Deed of Trust and Assignment of Rents. Through this security, the City would defer and foregive the purchase price in five (5) years following the conveyance of the property, or no later than March 17, 2010, whichever event occurs sooner, provided that Urban Chamber complies with the terms of the DDA and maintains ownership of the Site for a 5-year period.
7. According to the Performance Schedule, Exhibit G of the DDA, the Urban Chamber must submit the EDA Grant Commitment no later than July 30, 2004, submit a Site Development Plan to the City no later than September 10, 2004, and achieve construction permits no later than January 31, 2005, and close escrow no later than March 31, 2005.

City of Las Vegas

8. Following the close of escrow, the Urban Chamber must commence construction no later than July 30, 2005, and complete construction by December 29, 2006.

9. The Project is projected to have a retail bank tenant, space for eight (8) incubator tenants, and professional office space. Based on the Urban Chamber's grant application to the EDA, it is estimated that the Project, within three years of completion, will result in 25 jobs at the bank tenant, and 48 jobs through the incubator tenants. The professional office space is projected to yield 35 jobs within six years, while the incubator tenants would create 144 jobs within nine years. In total, the project is estimated to generate 217 jobs within its first nine years of operation.

**DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN URBAN CHAMBER OF COMMERCE AND CITY OF LAS VEGAS**

THIS AGREEMENT is entered into as of the 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and the Urban Chamber of Commerce, a Nevada non-profit corporation duly formed and organized in the State of Nevada (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property that is located within what is known as the Las Vegas Enterprise Park (hereinafter the "Enterprise Park"); and

WHEREAS, the Enterprise Park is comprised of approximately 75 (seventy-five) acres that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the north, and Vegas Drive on the south; and

WHEREAS, the City desires to sell to the Developer or its nominee, and the Developer desires that it or its nominee purchase from the City, a portion of said City-owned property, that portion being referred to hereinafter as the "Site"; and

WHEREAS, the Site is subject to that certain document entitled "Covenants, Conditions and Restrictions" (hereinafter the "CC&Rs"), which is recorded in the records of the Clark County Recorder at Book 991110, Instrument 01268; and

WHEREAS, in consideration of the Developer securing a public works grant (hereinafter "EDA Grant") from the Economic Development Administration of the United States Department of Commerce (hereinafter "EDA") pursuant to 13 CFR Part 305 for the construction of a Multi-use Business Incubator and Services Center (the "Project"), and for additional consideration described hereinafter, the City desires to sell the Site to the Developer for a nominal fee; and

WHEREAS, the City and Developer acknowledge that the City is offering the Site, in part, due to the Developer securing a retail banking tenant which requires retail space adjacent to, and visible from Martin Luther King Boulevard, as described further hereinafter; and

WHEREAS, the City desires to retain a security interest in the real property, for a term equal to the useful life of the improvements made to the real property, in order to ensure that the proposed development is properly constructed, managed, and maintained by the Developer; and

WHEREAS, in consideration of the Developer securing a grant from the EDA, the City and Developer recognize that the reduction of the Site's sale price below fair market value will be considered as a "match" contribution, pursuant to 13 CFR §301.4; and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the conveyance, development, and ownership of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to facilitate economic development for the community and to accomplish the sale to, and purchase by the Developer of the Site as hereinafter described, which will lead to the creation of additional jobs and positive economic impacts, as further described hereinafter.

2. **COVENANTS, CONDITIONS AND RESTRICTIONS**

In order to facilitate the orderly development of a business center in which research, development, testing, evaluation, assembly, manufacturing, distribution, sales and specific commercial uses will predominate, the City of Las Vegas has recorded the Las Vegas Enterprise Park Declaration "Covenants, Conditions, and Restrictions" (hereinafter the "CC&Rs"), which is recorded in the records of the Office of the Clark County Recorder at Book 991110, Instrument No. 01268, in order to establish permissible uses, Right-of-Way and setback standards, landscaping standards, and various development standards for the Las Vegas Enterprise Park and which also apply to the Site. Developer acknowledges receipt of the CC&Rs and agrees to comply with the CC&Rs in their entirety.

3. **THE SITE**

The Site consists of approximately 3.00 acres and approximately 130,680 square feet, is depicted generally in Exhibit "A" ("Site Map"), and is described more particularly in Exhibit "B" ("Legal Description of the Site"). Exhibits A and B are attached hereto and incorporated herein by this reference. The Site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from the local utility companies.

4. **PARTIES TO THE AGREEMENT**

(a) The City is a municipal corporation of the State of Nevada. The office of the City is located at 400 Stewart Avenue, Las Vegas, Nevada 89101.

(b) The Developer is the Urban Chamber of Commerce, a Nevada nonprofit corporation. The principal office of the Developer is located at 1048 West Owens Avenue, Las Vegas, Nevada 89106. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

(c) Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "E" and by this reference made a part hereof, all principals, including board members of Urban Chamber of Commerce as well as all persons and entities holding more than 1% (one percent) interest in Urban Chamber of Commerce ("Developer"). Throughout the term hereof, Developer shall notify City in writing of any material change in the above disclosure within 15 (fifteen) calendar days of any such change.

(d) The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. The Developer agrees that:

(i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein; and

(ii) the Developer shall not assign all or any part of this Agreement without the prior written approval of the City.

5. PURCHASE PRICE AND ACQUISITION OF SITE

The City agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Eight Hundred Fifty Thousand and Zero Hundredths Dollars (\$850,000.00), ("Purchase Price). Subject to the Developer satisfying the conditions specified in Section 6 of this Agreement hereinafter, the Purchase Price shall be deferred and forgiven, in favor of payment of a conveyance fee to the City of One and Zero Hundredths Dollars (\$1.00), ("Conveyance Fee") together with the execution and recordation of both a promissory note and a deed of trust and assignment of rents, as more particularly described hereinafter in Section 6 of this Agreement.

6. CONDITIONS PRECEDENT TO CLOSING

Prior to the close of escrow and conveyance of the Site from the City to the Developer as more particularly described hereinafter, the Developer shall comply with each of the following conditions precedent, to the satisfaction of the City:

(a) In consideration of the Purchase Price, at or before the close of escrow, the Developer shall deposit in escrow Developer's promissory note in the principal amount of Eight Hundred Fifty Thousand and Zero Hundredths Dollars (\$850,000.00) payable to the City (the "Note"). The Note shall have a term of five (5) years, to ensure that the Project is developed, maintained, and successfully operated by the Developer for a minimum period of ownership after completion. The Note shall be non-interest bearing, or zero percent interest per annum, from the Closing (hereinafter defined) until the expiration of the Note. The Note will be in the form of Exhibit "C" attached to this Agreement, which by this reference is made a part hereof.

(b) The Note shall be secured by Developer's deed of trust and assignment of rents (the "Deed Of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing") in favor of the City which encumbers the Site, the form for which is attached hereto as Exhibit "D" and by this reference is made a part hereof. Upon the Closing of the initial construction loan or permanent financing loan for the Project, the City, at the request of Developer, will subordinate the rights of the City under the Deed of Trust to the rights of a lender (the "Project Lender") under the initial construction loan and any subsequent permanent loan (each a "Project Loan") for the development of the Site. The City also will subordinate its Deed of Trust to the construction funds provided by the EDA, and the City will execute any documents to effectuate such subordination upon Closing. The City hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the Project Lender may from time to time request to evidence and/or perfect the subordination by the City of its right under the Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan. The City's obligation to execute and deliver such reasonable subordination agreement is on the condition that the sum of the principal amount of the Project Loan if any, plus the EDA Grant, plus the outstanding principal amount of the Note does not exceed one hundred percent (100%) of the appraised value of the Site as developed with the Project. The Developer will supply a current appraisal addressed to the City, prepared by an M.A.I. appraiser approved by the City provided that such approval shall not be unreasonably withheld, which gives effect to the development of the Project to determine such loan to value ratio.

(c) Developer agrees to submit to the City a commitment letter from the EDA and from each Project Lender ("Commitment"). The Commitment shall contain, at a minimum, the following information: (i) total amount of funds being financed or advanced; (ii) the term and maturity date, including conditions causing any acceleration; (iii) repayment terms, including an amortization schedule if interest rate varies over term; (iv) collateral and security; (v) debt requirements, including loan-to-cost or loan-to-value; (vi) pre-leasing requirement, if any; and (vii) any other conditions precedent for Developer to close on the Project Loan. The City agrees to approve each Commitment in the time frame specified in the Schedule of Performance provided that it is in compliance with this Agreement, as more particularly described hereinafter.

(d) Developer agrees to proceed with the Site Development, as more particularly described in Section 7 of this Agreement hereinafter, and to achieve:

- (i) Completion of architectural plans, civil engineering plans, structural plans, mechanical plans, electrical plans, and plumbing plans for the Project;
- (ii) Issuance of a building permit by the City of Las Vegas Department of Building and Safety;
- (iii) Submission of a Commitment from each Project Lender, and from the EDA, demonstrating that the Developer has sufficient funds to complete the Project.

(e) Developer agrees to submit the Conveyance Fee to escrow for payment to the City.

7. SITE DEVELOPMENT

(a) The City and the Developer agree that the development on the Site will consist of one or more office buildings containing, in the aggregate, no less than 20,000 square feet of gross area. Any and all development on the Site will conform to the procedures and limitations contained in the CC&Rs, zoning regulations and all applicable building and other codes as adopted by the City. Before commencement of construction or development of any buildings or other work of improvement related to the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work.

(b) The Developer shall carry out the construction of the Project improvements in conformity with all applicable local, state, and federal laws.

(c) No later than the time specified in the Schedule of Performance of the Project, which is attached hereto as Exhibit "G" ("Schedule of Performance") and by this reference is made a part hereof, the Developer shall submit to the City evidence satisfactory to the City that the Developer has the equity capital, and firm and binding grant or loan commitments for financing the construction and development of the Project. Such financing shall be subject to the approval of the City to assure compliance with Section 6(b) above, which approval will not be unreasonably withheld, conditioned or delayed.

(d) The City and Developer agree that it is their intent that the Site be developed as follows:

(i) The Project will be built in accordance with the Scope of Development attached hereto as Exhibit "F", and by this reference made a part hereof. Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to the City for review and written approval Basic Concept Drawings and related documents containing the overall plan for development of the Project. The Basic Concept Drawings shall conform to this Agreement, including the Scope of Development and this Section 7. The Basic Concept Drawings shall include a site plan, elevations and an architect's rendering. The City shall approve or disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by the City to either approve or disapprove within such time shall be deemed an approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and the City. Any such changes shall be within the limitations of the Scope of Development.

(ii) Within the time set forth in the Schedule of Performance, and as more particularly described in the CC&Rs, the Developer shall prepare and submit to the City for review and written approval the following plans, drawings, related documents and any subsequent revisions thereto (collectively "Plans and Drawings"):

1. Final Site Plan showing the relationship of the building's location relative to existing and proposed topography;
2. Drawings depicting building elevations;
3. Finished floor plans;
4. Color boards and material samples of all exterior building materials to be used;
5. Final Civil Plans depicting plans for clearing, grading, and drainage; and
6. Final Landscaping Plans, including plans for any required irrigation.

Such Plans and Drawings also must comply with all applicable local, state, and federal law. The Developer agrees to construct the Project in accordance with the approved Plans and Drawings.

(iii) The Project will be developed within the time schedule set forth herein in the Schedule of Performance. Developer agrees that, in all events, within six (6) months after the Developer's acquisition of the Site, the Developer will begin construction and will complete such construction within (18) months after commencement of construction, as evidenced by the City's issuance to the Developer of a Notice of Completion, the form for which is attached hereto as Exhibit "I" and by this reference is made a part hereof. Commencement of construction shall be evidenced by the pouring of the foundation for the Project. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(iv) The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

(e) The Developer shall complete and submit to the City an application for a Site Development Plan review for a site plan consistent with the Basic Concept Drawings and in compliance with the CC&Rs.

(f) The City agrees to sign all required permit applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the Site Development Plan review application, and preparation of architectural plans, civil plans, structural plans, mechanical plans, electrical plans, plumbing plans, or any other plans required by local, state, or federal law required to complete the Project through certificate of occupancy. The Developer also agrees to assume the cost of any application fees due to the City or any other local, state, or federal agency or organization having regulatory authority over the Project.

(g) So long as any of the principal amount of the Note is outstanding, the Developer shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least ONE MILLION DOLLARS (\$1,000,000) for any person, TWO MILLION DOLLARS (\$2,000,000) for any occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) property damage, naming the City as additional or coinsureds. The Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Project office building carries workers' compensation insurance as required by law.

(h) For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall be those who are so identified in writing by the City Manager of the City. The City shall indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the provision of NRS 41.035.

(i) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, its officers, agents, servants and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project.

(j) Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 7 shall constitute a default under the Deed of Trust as set forth in the Deed of Trust.

8. FORM OF DEED

The City shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 13 of this Agreement by a Grant, Bargain and Sale deed ("Deed") in a form that is consistent with Exhibit "H" to this Agreement.

9. EARNEST MONEY DEPOSIT

In lieu of an earnest money deposit, and in consideration of the grant application (hereinafter referred to as the "EDA Grant Application") submitted by the Developer to the EDA, the City is foregoing the requirement of an earnest money deposit in favor of the Developer submitting to the City a complete and exact copy of the executed EDA Grant Application. As such, prior to, or concurrent with the execution of this Agreement and prior to the opening of escrow, as described in Section 10 of this Agreement hereinafter, the Developer

shall deliver or cause to be delivered to the City a complete and exact copy of the EDA Grant Application. Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Site, as specified in Section 6 above, the EDA Grant Application shall be replaced by a funding commitment from the EDA, as more particularly described in Section 6 of this Agreement.

10. ESCROW

(a) The City and the Developer agree to open an escrow with a title company licensed to handle the exchange of real property in the State of Nevada (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, and which is mutually agreeable to the Parties, within thirty (30) days after both parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of the City and executed by the City Manager, or by the designee of the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City to an amount in excess of \$24,999 to the Developer. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 10 in writing, delivered to the City and to the Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) The Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

- (i) All of the escrow fee and the recording costs for the Deed of Trust;
- (ii) The recording costs for the Deed; and
- (iii) Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title; and
- (iv) All of the premium and costs for the title insurance policies or special endorsements to be paid by the Developer as set forth in Section 17 of this Agreement; and
- (v) Any state, county or city documentary transfer tax; and
- (vi) The cost of the ALTA survey; and
- (vii) Any and all additional charges, which are reasonable and customary, to close an escrow transaction in the State of Nevada.

(c) Not later than one business day prior to the Closing Date, the City will deposit with the Escrow Agent the following:

- (i) The Deed duly executed and acknowledged by the City.
- (ii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement, which have not been delivered.

(d) Not later than one (1) day prior to the close of escrow, Developer shall deposit and deliver to Escrow Agent the following items:

- (i) The Deed accepted and duly executed by the Developer.
- (ii) The Note duly executed by Developer.
- (iii) The Deed of Trust duly executed and acknowledged by Developer.
- (iv) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

(e) The Escrow Agent is authorized and instructed to:

- (i) Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 10 and related solely to the acquisition and transfer of the Site to the Developer. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow.
- (ii) Disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer.
- (iii) Obtain and charge the Developer all of the premiums and costs for the title insurance policies and endorsements thereto.
- (iv) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

(f) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All

disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a 30 (thirty) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent and apply to the Purchase Price or returned to the Developer pursuant to Sections 11(c) and 11(e).

(g) If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 10 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

(h) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the City and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(i) Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 30 of this Agreement for notices, demands and communications between the City and the Developer.

(j) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 10 to 17, inclusive, of this Agreement.

(k) Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

11. **CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION**

(a) Provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale, purchase and conveyance to the Developer of title to the Site (the "Closing") shall be completed on or prior to but no later than March 15, 2005 (the "Closing Date"). The City and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by the Developer of each of the conditions precedent described below, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to close of escrow:

- (i) The City shall not be in violation of any of its material obligations under this Agreement;
- (ii) The Developer has received from the City and other applicable governmental bodies all permits and approvals necessary for the construction of the Project;
- (iii) Developer has been unable to obtain financing that is in compliance with paragraph "b" of Section 6 above and upon terms and conditions that are acceptable to Developer in Developer's sole and absolute discretion;
- (iv) Developer's application to the U.S. Department of Commerce, Economic Development Administration, has not resulted in a grant award which would be sufficient to construct the Project;
- (v) Developer elects to cancel this Agreement prior to the expiration of the Feasibility Period as more particularly described in Section 14(a).

(c) Notwithstanding any other provision of this Agreement, the City's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by the City of each of the conditions precedent described below, which are solely for the benefit of the City and which shall be fulfilled or waived prior to close of escrow:

- (i) Developer shall not be in violation of any of its material obligations under this Agreement;
- (ii) Developer has been unable to obtain financing that is in compliance with paragraph "b" of Section 6 above and upon terms

and conditions that are acceptable to Developer in Developer's sole and absolute discretion;

- (iii) The Developer is prepared at the close of escrow to execute and deliver the Note, the Deed of Trust along with all financing statements required to perfect the City's security interest under the Deed of Trust;
- (iv) The Developer has received from the City and other applicable governmental bodies all permits and approvals necessary for the construction of the Project;
- (v) The City has received from legal counsel acceptable to the City a written opinion in form and substance acceptable to the City that the Note and Deed are Trust are duly executed and authorized and enforceable in accordance with their respective terms and conditions; and
- (vi) Developer elects to cancel this Agreement prior to the expiration of the Feasibility Period in Section 14(a).

(d) Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as specifically described in Section 14 of this Agreement.

12. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by the City. The City represents and warrants that as of the date hereof and the date of close of escrow:

- (i) The City has all requisite power and authority to enter into and perform its obligations under this Agreement.
- (ii) By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.
- (iii) To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.
- (iv) To the City's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against the City which would inhibit the City's ability to perform its obligations under this Agreement.

- (v) To the City's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.
- (vi) To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.
- (vii) The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the City Manager of the City.

(b) Representations and Warranties of the Developer

The Developer represents and warrants to the City that as of the date hereof and the date of close of escrow:

- (i) The Developer is a Nevada nonprofit corporation duly organized and existing under the laws of the State of Nevada.
- (ii) The Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement.
- (iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement.
- (iv) The execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.
- (v) The Developer has submitted a pre-application to the EDA, in order to pursue a public works grant, pursuant to 13 CFR Part 305, for the purpose of constructing improvements to the Site as described in the Scope of Development, attached hereto as Exhibit "F".
- (vi) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by

the Developer or with the performance by the Developer of its obligations hereunder.

- (vii) To the Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

13. **CONDITION OF TITLE**

- (a) The City shall convey to the Developer fee simple title subject to:

- (i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.

- (ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section 13, or any Supplemental Report, and which are approved or deemed approved by the Developer in accordance with this Section 13.

- (iii) Any and all other exceptions, easements, conditions, covenants or reservations set forth in the Deed and of record, including but not limited to, the CC&Rs.

- (b) The Escrow Agent shall, upon the signing of this Agreement by the Parties and the delivery of a copy to Escrow Agent, deliver to the Developer a preliminary title report and legible copies of all documents referred to therein covering or relating to the Site. The Developer shall obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to the City being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in such title report and ALTA survey as to the Site to be acquired by giving the Escrow Agent written notice thereof within sixty (60) days of the Effective Date of this Agreement as defined in Section 39. Failure to give written notice to the Escrow Agent and the City by such date of approval or disapproval of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, the City shall have five (5) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any other exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to Developer, unless the Developer waives its objection in writing delivered to the City and to the Escrow Agent. If the City shall agree to remove any exception objected to by the Developer, the City shall then have until the date for close of escrow within which to remove such exception. If the City is unable to remove any exception objected to by the Developer and which the City has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and receive a return of all funds and documents; or (2) waive the objection and close escrow.

14. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have approved, by no later than ninety (90) days from the Effective Date of this Agreement ("Feasibility Review Period"), the condition of the Site and the feasibility of Developer's development plan therefore. Developer's feasibility review will pertain to Developer's review of and satisfaction with the following:

- (i) the availability of approvals by all governmental bodies having jurisdiction over the Site for Developer's intended development thereof; and
- (ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site; and
- (iii) those items contained in Section 11(b) herein.

(b) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Developer's disapproval of any of the foregoing matters; provided, however, that if Developer fails to notify City and Escrow Holder of Developer's disapproval of the feasibility of Developer's proposed development of the Site by written notice delivered to City no later than the date of expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14, Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither party will have any further rights or obligations under this Agreement. the City shall immediately refund to Developer its full Earnest Money Deposit.

(c) During the term of the Feasibility Review Period (as defined in the above Section), Developer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as Developer may reasonably require; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies City in writing at least forty-eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer promptly will restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to

City) the City, its affiliates or assignees, which are under the control of the City and its officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify City of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed (as hereinafter defined) and transfer of title. Developer covenants and agrees upon request of the City to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(d) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site and to pay in full all persons who perform labor upon the Site, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

15. TIME FOR PLACE AND DELIVERY OF DEED

Subject to any mutually agreed upon extensions of time, the City shall deposit the Deed for the Site with the Escrow Agent on or before the Closing Date.

The Parties shall also timely deliver into escrow (i) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (ii) all documents set forth in Section 10; (iii) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (iv) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 15 of the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 17 of the Agreement. The recordation of the deed shall constitute the close of escrow.

17. TITLE INSURANCE

Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 13 of this Agreement, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by Developer. Such title insurance shall insure the lien of the Deed of Trust. If Developer desires to obtain extended coverage for its title policy, the City shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any other person except that of the CC&Rs and approved easements, vacations, or dedications of record, which are mutually agreeable to the parties.

20. "AS IS" SALE

(a) The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer (pursuant to this Agreement and the Option Agreement) in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner or Lessee of the Site ("Releasing Party") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against the City, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify the City from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by the City after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site or (ii) the application of Environmental Laws to the Site.

(c) The Developer agrees that the City is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

- (i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:
- (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;
 - (2) petroleum;
 - (3) asbestos;
 - (4) polychlorinated biphenyls;
 - (5) radioactive materials;
 - (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);
 - (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

- (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).
- (ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air, oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 6. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof without the written consent of the City.

23. **WAIVERS FROM CERTAIN DEVELOPMENT GUIDELINES**

At a minimum, the Developer must comply with the development guidelines established by the CC&Rs, unless a waiver is granted in writing by the City Manager, or a designee of the City Manager, subject to the limitations of applicable law.

24. **TIME OF ESSENCE**

Time is of the essence of this Agreement and every obligation hereunder.

25. **DEFAULT AND REMEDIES**

(a) In the event the developer fails to perform any of its obligations required to be performed hereunder prior to the closing, including, without limitation, developer's obligations under section 6 or (ii) the closing does not occur for any reason other than the default of the city, the city may, by written notice to the developer and escrow holder (as defined herein), terminate this agreement and receive from escrow agent or retain, as the case may be, as its sole and exclusive remedy, the earnest money deposit together with all earnings thereon as the city's liquidated damages for the breach of this purchase agreement by the developer. It is expressly understood and agreed between the city and the developer that the city's actual damages for any such breach by the developer hereunder would be substantial but extremely difficult to ascertain.

INITIALS:

THE CITY: _____

DEVELOPER: _____

(b) In the event of the occurrence of a default of the City occurring prior to the Close of Escrow, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(i) to waive such default; or

(ii) to terminate this Agreement; and on such termination, the Earnest Money Deposit and all interest thereon will be returned to the Developer and obtain from the City reimbursement by the City to the Developer of the Developer's out-of-pocket expenses for the cost of any surveys, phase 1 environmental studies and appraisals paid by the Developer to third parties in connection with the Developer's investigations of the Site. the City thereafter shall have no liability or obligation hereunder; or

(iii) to demand specific performance of the City's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of the City for damages.

(c) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Sections 14(c) and (14(d) shall survive such termination of this Agreement.

26. SPECIFIC TERMINATION

If the Developer does not secure the Commitment from the EDA by July 30, 2004, then this Agreement shall terminate automatically and be deemed null and void in its entirety by both parties.

27. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

28. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

29. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer, or for any obligation of the City under the terms of this Agreement.

30. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section 30. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City:

City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Director

With a copy to: City Attorney's Office
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

If to the Developer: Urban Chamber of Commerce
1048 West Owens Avenue
Las Vegas, NV 89106
Attention: Executive Director

31. SUBSEQUENT CITY APPROVALS

Any approvals of the City required or permitted by the terms of this Agreement may be given by the City Manager of the City or such other person that the City designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City to an amount in excess of \$24,999 to the Developer.

32. TERM

The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto, except that all warranties contained herein shall survive the Closing and shall remain in effect for the benefit of the Parties for one year after the Closing.

33. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, H and I attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

34. **SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

35. **GOVERNING LAW**

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

36. **CAPTIONS**

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

37. **RESERVED**

38. **COUNTERPARTS**

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

{The space that follows on this page is left intentionally blank.}

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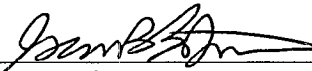
39. **TIME FOR ACCEPTANCE OF AGREEMENT BY CITY**

This Agreement has been approved on 3/17, 2004 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by the City ("Effective Date").

Date of the City Approval:

3/17, 2004.

CITY OF LAS VEGAS

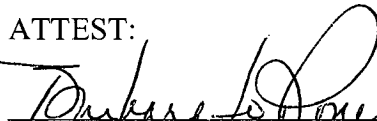
By: 
Oscar B. Goodman, Mayor
"City"

APPROVED AS TO FORM:

 5/11/04
Date

City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

_____, 2004

URBAN CHAMBER OF COMMERCE,
a Nevada nonprofit corporation

By: 
Hannah Brown, President
"Developer"

LIST OF EXHIBITS

EXHIBIT "A"	SITE MAP
EXHIBIT "B"	LEGAL DESCRIPTION OF THE SITE
EXHIBIT "C"	PROMISSORY NOTE
EXHIBIT "D"	DEED OF TRUST AND ASSIGNMENT OF RENTS
EXHIBIT "E"	DISCLOSURE OF PRINCIPALS
EXHIBIT "F"	SCOPE OF DEVELOPMENT OF THE PROJECT
EXHIBIT "G"	SCHEDULE OF PERFORMANCE OF THE PROJECT
EXHIBIT "H"	GRANT, BARGAIN AND SALE DEED
EXHIBIT "I"	NOTICE OF COMPLETION

EXHIBIT "B" (Legal Description)
A.P.N. 139-21-313-007 & -008 (010-290- & 010-300-)
3.000 ACRE PARCEL - PORTION LOT 6
AMENDED LAS VEGAS ENTERPRISE PARK

That portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 6 of the Amended Map for LAS VEGAS ENTERPRISE PARK (A COMMERCIAL SUBDIVISION) as filed December 31, 1996 in Book 77 of Plats, Page 54 of Clark County, Nevada Records, described as follows:

COMMENCING at the South One-Quarter corner (S 1/4) of said Section 21; thence along the East line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21, North 00°17'00" East a distance of 855.37 feet to the intersection with the centerline of WYATT AVENUE (60.00 feet wide, now WHEELER PEAK DRIVE) as shown on said Amended Map for LAS VEGAS ENTERPRISE PARK; thence continuing along the east line of the East Half (E 1/2) of said Southwest Quarter (SW 1/4), North 00°17'00" East a distance of 709.05 feet; thence North 89°43'00" West a distance of 50.00 feet to the TRUE POINT OF BEGINNING in the west line of the east 50.00 feet, being a point in the east boundary line of LOT 6 of said Amended map for LAS VEGAS ENTERPRISE PARK; thence along the west line of said east 50.00 feet and along the east boundary line of said LOT 6, North 00°17'00" East a distance of 219.97 feet to the beginning of the tangent arc of a circle, concave southwesterly and having a radius of 25.00 feet; thence continuing along the easterly boundary line of said LOT 6, northwesterly along said arc through a central angle of 90°00'00" and an arc distance of 39.27 feet to the north boundary line of said LOT 6, being a point in the south

MAYOR'S INITIALS _____

EXHIBIT "B"

(CONTINUED)

**A.P.N. 139-21-313-007 & -008 (010-290- & 010-300-)
3.000 ACRE PARCEL - PORTION LOT 6
AMENDED LAS VEGAS ENTERPRISE PARK**

right-of-way line of JIMMY AVENUE (60 feet wide, now MOUNT MARIAH DRIVE) as shown on said Amended map for LAS VEGAS ENTERPRISE PARK; thence along the north boundary line of said LOT 6 and along the south right-of-way line of said JIMMY AVENUE, tangent to said arc, North 89°43'00" West a distance of 509.01 feet; thence South 00°17'00" West a distance of 244.97 feet; thence parallel with the centerline of said JIMMY AVENUE as shown on said Amended map for LAS VEGAS ENTERPRISE PARK, South 89°43'00" East a distance of 534.01 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains an area of 130,680 square feet or 3.000 acres, more or less.

The above-described parcel of land is subject to a 20-foot wide landscaping easement along the easterly line of said LOT 6, which contains an area of 4,766 square feet or 0.109 acres, more or less.

MAYOR'S INITIALS _____

Scripsit:
Michael Barrett, SEA, TTG
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
89101

EXHIBIT "C"
PROMISSORY NOTE

\$850,000.00

_____ 2004
Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, Urban Chamber of Commerce, a Nevada nonprofit corporation (the "Developer"), hereby promises to pay to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("CITY") at 400 Stewart Avenue, Las Vegas, Nevada 89101 the principal sum of Eight Hundred Fifty Thousand and Zero Hundredths Dollars (\$850,000.00). This Promissory Note ("Note") shall be non-interest bearing, or an interest rate per annum of zero percent (0.0%). The principal shall be payable in lawful money of the United States of America. The place of payment may be changed from time to time as the CITY or any permitted assignee thereof may designate in writing.

A. Disposition and Development Agreement

This Note is made and delivered pursuant to, and in implementation of that certain Disposition and Development Agreement by and between CITY and the Developer dated _____, 2004 (the "DDA"). The DDA is entered into to effectuate the disposition and development of certain real property (the "Site") for the creation of jobs and economic development within the city of Las Vegas. Except as otherwise specifically set forth herein, capitalized terms in this Note shall have the meaning ascribed to those terms in the DDA.

B. Term of Note

The term of this Note is the earlier date of (i) March 17, 2010 or (ii) that date which is sixty (60) calendar months subsequent to the closing date ("Closing") as defined in the DDA. Upon expiration of the Note, and upon the Developer's satisfaction of all requirements of the DDA, the principal amount of this Note shall be forgiven. In the event of a default as more particularly described in this Note hereinafter, the entire principal amount of this Note shall become payable in full to the CITY.

C. Prepayment

The Developer shall have the right to prepay, in whole or in part, the principal amount at anytime.

D. Deed of Trust and Assignment of Leases

This Note shall be secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (the "Deed of Trust") of even date herewith recorded against the Site.

E. Legal Actions; Attorneys' Fees and Costs

Developer agrees to pay the following costs, expenses and attorneys' fees paid or incurred by CITY after default by Developer and adjudication by a court: (1) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection, enforcement or foreclosure sale of any security for this Note, or of any covenant of this Note or such security, whether or not suit is filed (including costs for services or advice of one or more attorneys with regard to collection of this Note against Developer, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document); (2) costs of suit and such sums the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; (3) costs of suit and such sums as the court may adjudge as attorneys' fees in any other litigation or controversy connected with the enforcement of this Note or the security for it including, but not limited to, actions for declaratory relief that CITY is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that CITY is required to defend; and (4) CITY costs incurred in seeking to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

F. Defaults

The occurrence of any of the following shall constitute an event of default under this Note: (i) the Developer fails to pay any amount due hereunder on its due date which remains uncured after fifteen (15) days after written notice from CITY; or (ii) any default by Developer under the DDA or the Deed of Trust, including Developer's covenant to commence construction and to proceed with the construction of the Project, or (iii) sale or transfer of the Site or any portion thereof in violation of the Deed of Trust. Upon the occurrence of any event of default and expiration of any applicable cure period, or at any time thereafter, at the option of CITY and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of CITY'S option. CITY'S failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. CITY'S failure in the exercise of any other right or remedy hereunder or under any agreement that secures the indebtedness or is related thereto shall not affect any right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof.

G. Default Interest

Any amounts not paid when due hereunder shall bear interest at the rate of (i) fifteen percent (15%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. If the interest rate specified in this Note is higher than the rate permitted by law, the interest rate is hereby

EXHIBIT "C"

decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

H. Waiver of Presentment

Developer and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

I. Notices

Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, at the address stated in the DDA or at such address as either party may designate by written notice.

J. Binding Effect

This Note shall be binding upon Developer, its successors and its assigns.

K. Applicable Laws

This Note shall be construed in accordance with and be governed by the laws of the State of Nevada.

L. Invalidity

If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

URBAN CHAMBER OF COMMERCE ("Developer")
a Nevada nonprofit corporation

By: _____

Title: _____

EXHIBIT "D"

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101**

**DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT, AND FIXTURE FILING**

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH NRS SECTION 104.9402(6).

This Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing ("*Deed of Trust*"), made as of _____, 2004 by URBAN CHAMBER OF COMMERCE, a Nevada nonprofit corporation, as trustor ("*Trustor*") whose mailing address is 1048 West Owens Avenue, Las Vegas, Nevada, 89106, to _____, a Nevada corporation, as trustee ("*Trustee*") whose mailing address is _____ Las Vegas, Nevada, _____, and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, as beneficiary and secured party ("*Beneficiary*") whose mailing address is 400 Stewart Avenue, Las Vegas NV 89101.

I. Grant in Trust and Secured Obligations

1.1 Grant in Trust. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 in such order of priority as Beneficiary may determine, Trustor hereby irrevocably and unconditionally grants, bargains, conveys, sells, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Property*") and Trustor shall and will warrant and forever defend the above-bargained Property in the quiet and peaceable possession of the Trustee, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof. Trustor agrees that any greater title to the Property hereafter acquired by Trustor during the term hereof shall be subject hereto.

(a) The real property located in the County of Clark, State of Nevada, as more fully described in Exhibit "D-1" attached hereto and made a part hereof as if fully set forth, together with all existing and future easements and rights affording access to it (the "*Land*"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Land (the "*Improvements*"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with

(d) All of Trustor's right, title, and interest in and to all rents, issues, and profits of and from the Property, and in and to all leases now or hereafter existing, of all or any part of the Premises (the "*Leases*") and in and to the right to use and possess the Property, including, without limitation, any and all of the rents, issues, profits now due or which may hereafter become due under and by virtue of all present and future Leases, between Trustor, as landlord, and any and all tenants of the Property, together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit D-1 or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; together with

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally; together with

(i) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("*Books and Records*"); together with

(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Secured Obligations.

(a) This Deed of Trust, and the Note secured hereby, are entered into in implementation of that certain Disposition and Development Agreement between Trustor and Beneficiary dated _____, 2004 (the "DDA"). Any capitalized terms that are not defined in this Deed of Trust shall have the same meaning as set forth in the DDA. Trustor makes the grant, bargain, conveyance, sale, transfer and assignment set forth in Section 1.1 and grants the security interest set forth in Article II for the purpose of securing the following obligations (the "*Secured Obligations*") in any order of priority that Beneficiary may for the benefit of itself choose:

(i) Payment and performance of all obligations of Trustor under that certain Promissory Note dated _____, 2004 in the principal amount of Eight Hundred Fifty Thousand and Zero Hundredths Dollars (\$850,000.00) payable to the order of Beneficiary (the "*Note*").

(ii) Payment and performance of all obligations of Trustor under this Deed of Trust;

(iii) Trustor's obligations to commence and complete the Project as set forth in the DDA; and

(iv) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

II. Grant of Security Interest

2.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary as

secured party a security interest in all such Property, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Nevada Uniform Commercial Code, covering all such Property.

2.2 Financing Statements. Trustor shall execute one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property. Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

III. Fixture Filing

This Deed of Trust constitutes a financing statement filed as a fixture filing under NRS 104.9502, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Land or Improvements.

IV. Rights and Duties of the Parties

4.1 Covenants, Representations and Warranties. Trustor agrees, represents, and warrants as follows:

(a)

(i) Trustor agrees that in no event shall it:

1. Fail to commence or proceed with the construction on the Property of the Project as required by the DDA for a period of ninety (90) days after written notice thereof from Beneficiary; or

2. Abandon or substantially suspend construction of the Property of the Project and such abandonment or suspension of construction continues for a period of ninety (90) days after written notice of such abandonment or suspension from Beneficiary; or

Any violation of this subsection 4.1(a)(i) shall be an Event of Default (hereinafter defined).

(ii) Trustor covenants to keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the

character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(b) Trustor covenants to keep all buildings that may now or at any time be on the Property during the continuance of this trust insured against loss by any peril, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to a collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

(c) Trustor covenants to appear in and defend any action or proceeding purporting to affect the Property or any part thereof, or the title thereto, or any adverse claim for or against the Property or any part thereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

(d) Trustor covenants to pay at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

(e) Whenever under any provision of this Deed of Trust Trustor shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Trustor fails, refuses or neglects to perform as herein required, Beneficiary shall be entitled, but shall not be obligated, to make any such payment or expenditure or to do any such act or things, or to incur any such liability, all on behalf of and at the cost and for the account of Trustor. In such event, the amount thereof with interest thereon at the rate set forth in the Note shall be paid by Trustor to Beneficiary on demand. Without limiting the generality of the foregoing, any act or payment by Beneficiary to cure, forestall, prevent or mitigate default hereunder shall be at the sole option of Beneficiary, shall be at the cost of Trustor and shall be reimbursed to Beneficiary as above provided. Beneficiary shall not be bound to inquire into the validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim, or charge before making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure.

(f) Trustor shall insure the Property as required by this Deed of Trust. The amount collected under any insurance policy shall be paid to Beneficiary and credited as follows: first, to accrued interest due under the Note; next to expenditures hereunder; and any remainder upon the principal due under the Note; and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release. Trustor further agrees that any award of damages in connection with

any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of insurance.

(g) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(h) Except as provided below in this paragraph (h), Trustor hereby agrees that Trustor shall not: (i) transfer, sell, assign, encumber (including, without limitation, any mortgage or deed of trust subordinate to the lien of this Deed of Trust) or otherwise convey all or any part of Trustor's interest in the Property, or (ii) permit or suffer the filing of any mechanic's, materialman's or other liens against the Property or any part thereof without either discharging the same within fifteen (15) days after the same shall have been filed or providing to Beneficiary with a bond in amounts and form reasonably satisfactory to Beneficiary covering the amount of such lien. Trustor agrees that any transfer of any of the membership interests in Trustor shall be a violation of this paragraph (h).

Upon the delivery of a construction loan and permanent financing letter of commitment from a licensed lender, or upon the delivery of the EDA Grant Commitment as defined in the DDA, Beneficiary will, at the reasonable request of Trustor, subordinate the rights of Beneficiary under this Deed of Trust to the rights of a lender (the "Project Lender") under the initial construction loan and any subsequent permanent loan (a "Project Loan") for the development of the Property. Beneficiary hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the Project Lender may from time to time request to evidence and/or perfect the subordination by Beneficiary of its right under this Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan. Beneficiary's obligation to execute and deliver such reasonable subordination agreement is on the conditions that the sum of the principal amount of the Project Loan if any, plus the EDA Grant, plus the outstanding principal amount of the Note does not exceed one hundred percent (100%) of the appraised value of the Site as developed with the Project. Trustor will supply a current appraisal addressed to Beneficiary, prepared by an M.A.I. appraiser approved by the Beneficiary provided that such approval shall not be unreasonably withheld, which gives effect to the development of the Project to determine such loan to value ratio.

(i) If any action or proceeding shall be instituted for any purpose affecting the Property, or any part thereof, the title thereto or this Deed of Trust, or should Trustor receive any notice from any governmental agency relating to the use or occupancy of the Property, Trustor will immediately upon service thereof on or by Trustor, deliver to Beneficiary true copies of each notice, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

(j) The waiver or release by Beneficiary or Trustee of any default or of any of the provisions, covenants and conditions hereof on the part of Trustor to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Trustor to Beneficiary or Trustee shall not be construed to be a waiver or release of any preceding breach by Trustor of any provision, covenant or condition of this Deed of Trust other than the failure of Trustor to pay the particular sum so accepted, regardless of Beneficiary's or Trustee's knowledge of such preceding breach at the time of acceptance of such payment. No payment by Trustor or receipt by Beneficiary of a lesser amount than the amount herein provided shall be deemed to be other than on account of the earliest sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Beneficiary may accept any check or payment without prejudice to Beneficiary's right to recover the balance of such sum or pursue any other remedy provided in this Deed of Trust. The consent by Beneficiary or Trustee to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

(k) Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Materials on or in the Land. Trustor shall not do, nor allow anyone else to do, anything affecting the Land that is in violation of any Environmental Laws. Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Land and any Hazardous Materials or Environmental Laws of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that the removal or other remediation of any Hazardous Materials affecting the Land is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Laws. For purposes of this Deed of Trust, "*Hazardous Materials*" shall mean any substance, water or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. For purposes of this Deed of Trust, the term "*Environmental Laws*" means federal laws and laws of the jurisdiction where the Land is located that relate to health, safety or environmental protection.

(l) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, its parent and affiliated companies, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from the presence of any

Hazardous Materials in or around any part of the Land, or in the soil or groundwater under the Land, including expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, including any resulting damages or injuries to the person or property of any third parties or to any natural resources. In addition, Trustor shall similarly indemnify, defend and hold harmless any persons purchasing the Land through a foreclosure sale.

(m) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, its parent and affiliated companies, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project.

4.2 Reconveyance. When the Note and all of the other Secured Obligations have been performed and paid in full, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust to Trustee. When Trustee receives Beneficiary's written request for reconveyance and all fees and other sums owing to Trustee by Trustor under Section 4.3, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. Such person or persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

4.3 Compensation. Trustor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Beneficiary or Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Beneficiary or Trustee.

V. Default and Remedies.

5.1 Events of Default. Trustor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "*Events of Default*," any one singly, an "*Event of Default*"):

(a) Trustor fails to perform any obligation to pay money which arises under this the Secured Obligations, including, without limitation, the Note or this Deed of Trust, and does not cure that failure within fifteen (15) days after written notice from Beneficiary or Trustee; or

(b) Trustor is in default of Section 4.1(a); or

(c) Trustor fails to perform any obligation arising under this Deed of Trust other than one to pay money and other than a default of Section 4.1(a), and does not cure that failure within thirty (30) days ("*Initial Cure Period*") after written notice from Beneficiary or Trustee. So long as Trustor begins within the Initial Cure Period and diligently continues to cure the failure, and Beneficiary, in its sole judgment, determines that the cure cannot reasonably be completed at or before expiration of the Initial Cure Period then the Initial Cure Period may be extended by a period not to exceed ninety (90) days;

(d) A default occurs under any of the Secured Obligations, including without limitation, any payments due under the Note.

5.2 Remedies. At any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below or otherwise available at law or equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

5.3 Beneficiary's Power of Enforcement

(a) Time is of the essence hereof. Upon the occurrence of an Event of Default, Beneficiary may, at its option and in its sole and absolute discretion, deliver to the Trustee written declaration of default and demand for sale and of written Notice of Breach and Election to Sell (this term is interchangeable with Notice of Default and Election to Sell) to cause the Property to be sold to satisfy the obligations hereof, which Notice the Trustee shall cause to be filed for record. Beneficiary may also deposit with the Trustor the Note (or copy of) and all documents evidencing expenditures secured hereby.

(b) After the lapse of such time as may then be required by law following the recordation of said Notice of Breach and Election to Sell, and notice of sale having been given as then required by law, the Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. The Trustee may, for any cause it deems expedient, postpone the sale of all or any portion of the Property until it shall be completed and, in every case, notice of postponement shall be given by public announcement thereof at the time and place last appointed for the sale and from time to time thereafter the Trustee may postpone such sale by public announcement at the time fixed by the preceding postponement. The Trustee shall execute and deliver to the purchaser its Trustee's Deed conveying the Property so sold but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

After deducting all costs, fees and expenses of the Trustee and of this Trust, including the cost of any evidence of title procured in connection with such sale, the Trustee shall apply the proceeds of sale to the payment of: (1) all sums expended under the terms hereof, not then repaid; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.

(c) If an Event of Default shall have occurred, Beneficiary may, either with or without entry or taking possession, and without regard to whether or not the Secured Obligations and other sums secured hereby shall be due and without prejudice to the right of Beneficiary thereafter to bring an action or proceeding to foreclose or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (A) to enforce payment of the Note or the performance of any other term hereof; (B) to foreclose this Deed of Trust in the manner provided by law for the foreclosure of deeds of trusts on real property and to sell, as an entirety or in separate lots or parcels, the Property pursuant to the laws of the State of Nevada or under the judgment or decree of a court or courts of competent jurisdiction and Beneficiary shall be entitled to recover in any such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be awarded by the court; and (C) pursue any other remedy available to it at law or in equity.

5.4 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. Trustor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Trustor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale of the Property or the final and absolute transfer of possession of the Property, immediately after such sale, to the purchasers thereof. Trustor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety.

5.5 Receiver. If an Event of Default shall have occurred, Beneficiary, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Secured Obligations and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Property and to collect all rents, enforce any lease provisions and other benefits thereof and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction by ex parte application and without notice of hearing, such notice of hearing being hereby expressly waived. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Deed of Trust. The right to enter and take possession of and to manage and operate the Property and to collect all rents, enforce any lease provisions and other benefits thereof whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Beneficiary shall be liable to account only for such rents and other benefits actually received by Beneficiary. Notwithstanding the appointment of any receiver or other custodian, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits, and instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to Beneficiary.

5.6 Suits to Protect the Property. Beneficiary shall have the power and authority, but shall have no obligation, to institute and maintain any suits and proceedings as Beneficiary may deem advisable (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed of Trust; (b) to preserve or protect its interest in the Property; and (c) to

restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be otherwise prejudicial to Beneficiary's interest.

5.7 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim or other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire Secured Obligation due and payable by Trustor under the Note, this Deed of Trust, and any other instrument or document securing the Note, or otherwise heretofore or hereafter executed in connection with the Secured Obligation hereunder, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Trustor after such date.

VI. Miscellaneous Provisions

6.1 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

6.2 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

6.3 Applicable Law. This Deed of Trust shall be governed by Nevada law.

6.4 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

6.5 Statute of Limitations. To the extent permitted by law, Trustor hereby waives the right to plead the statute of limitations as a defense to any and all obligations secured by this Deed of Trust.

6.6 Substitution of Trustee. Beneficiary, or any successor in ownership of any Secured Obligation hereby may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

6.7 Waiver of Marshaling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor,

including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

6.8 Time of Essence. Time is of the essence of this agreement.

6.9 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

6.10 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as Debtor under the Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as Secured Party under the Uniform Commercial Code.

Addresses Where Notices to Trustor Are to be Sent:

URBAN CHAMBER OF COMMERCE
1048 West Owens Avenue
Las Vegas, Nevada 89106
Attention: Executive Director

Address Where Notices to Beneficiary Are to be Sent:

City of Las Vegas, Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Director

6.11 Statutory Covenants. Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (fifteen percent (15%) per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

6.12 Interpretation

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "*include(s)*" means "*include(s), without limitation,*" and the word "*including*" means "*including, but not limited to.*"

(b) The word "*obligations*" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing the day and year first above written.

TRUSTOR:

URBAN CHAMBER OF COMMERCE
a Nevada nonprofit corporation

By: _____

Its: _____

STATE OF NEVADA)
):SS
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by

(Seal, if any)

(Signature of Notarial Officer)
(My Commission Expires _____)

EXHIBIT D-1: LEGAL DESCRIPTION

**A.P.N. 139-21-313-007 & -008 (010-290- & 010-300-)
3.000 ACRE PARCEL - PORTION LOT 6
AMENDED LAS VEGAS ENTERPRISE PARK**

That portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 6 of the Amended Map for LAS VEGAS ENTERPRISE PARK (A COMMERCIAL SUBDIVISION) as filed December 31, 1996 in Book 77 of Plats, Page 54 of Clark County, Nevada Records, described as follows:

COMMENCING at the South One-Quarter corner (S 1/4) of said Section 21; thence along the East line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21, North 00°17'00" East a distance of 855.37 feet to the intersection with the centerline of WYATT AVENUE (60.00 feet wide, now WHEELER PEAK DRIVE) as shown on said Amended Map for LAS VEGAS ENTERPRISE PARK; thence continuing along the east line of the East Half (E 1/2) of said Southwest Quarter (SW 1/4), North 00°17'00" East a distance of 709.05 feet; thence North 89°43'00" West a distance of 50.00 feet to the TRUE POINT OF BEGINNING in the west line of the east 50.00 feet, being a point in the east boundary line of LOT 6 of said Amended map for LAS VEGAS ENTERPRISE PARK; thence along the west line of said east 50.00 feet and along the east boundary line of said LOT 6, North 00°17'00" East a distance of 219.97 feet to the beginning of the tangent arc of a circle, concave southwesterly and having a radius of 25.00 feet; thence continuing along the easterly boundary line of said LOT 6, northwesterly along said arc through a central angle of 90°00'00" and an arc distance of 39.27 feet to the north boundary line of said LOT 6, being a point in the south

MAYOR'S INITIALS _____

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EXHIBIT D-1: LEGAL DESCRIPTION (CONTINUED)

**A.P.N. 139-21-313-007 & -008 (010-290- & 010-300-)
3.000 ACRE PARCEL - PORTION LOT 6
AMENDED LAS VEGAS ENTERPRISE PARK**

right-of-way line of JIMMY AVENUE (60 feet wide, now MOUNT MARIAH DRIVE) as shown on said Amended map for LAS VEGAS ENTERPRISE PARK; thence along the north boundary line of said LOT 6 and along the south right-of-way line of said JIMMY AVENUE, tangent to said arc, North 89°43'00" West a distance of 509.01 feet; thence South 00°17'00" West a distance of 244.97 feet; thence parallel with the centerline of said JIMMY AVENUE as shown on said Amended map for LAS VEGAS ENTERPRISE PARK, South 89°43'00" East a distance of 534.01 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains an area of 130,680 square feet or 3.000 acres, more or less.

The above-described parcel of land is subject to a 20-foot wide landscaping easement along the easterly line of said LOT 6, which contains an area of 4,766 square feet or 0.109 acres, more or less.

MAYOR'S INITIALS _____

Scriptsit:
Michael Barrett, SEA, TTG
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
89101

ex030319.doc

EXHIBIT "E"

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.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	<u>Contracting Entity</u>
Name	URBAN CHAMBER OF COMMERCE
Address	1048 West Owens Avenue Las Vegas, NV 89106
Telephone	(702) 648-6222
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	Disposition and Development Agreement
RFP #	N/A

Block 3	Type of Business
☐ Individual	☐ Partnership
☐ Limited Liability Company	☒ Corporation

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.	Hannah Brown, President	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
2.	Lois Greene, Secretary	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
3.	Frances Odom, Treasurer	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
4.	Ron Despenza, Vice President	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
5.	Bob Bell, Board Member	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
6.	Thomas Brown, Board Member	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
7.	Bill Dougan, Board Member	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222

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

8	Derek Jones, Board Member	1048 West Owens Avenue Las Vegas NV 89106	(702) 648-6222
9	Diane H. Pollard, Board Member	1048 West Owens Avenue Las Vegas NV 89106	(702) 648-6222
10	Edgar Taylor, Board Member	1048 West Owens Avenue Las Vegas NV 89106	(702) 648-6222
11	Jerome Young, Board Member	1048 West Owens Avenue Las Vegas NV 89106	(702) 648-6222

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.

Name

Date

Subscribed and sworn to before me this _____
day of

_____, 2004.

Notary Public

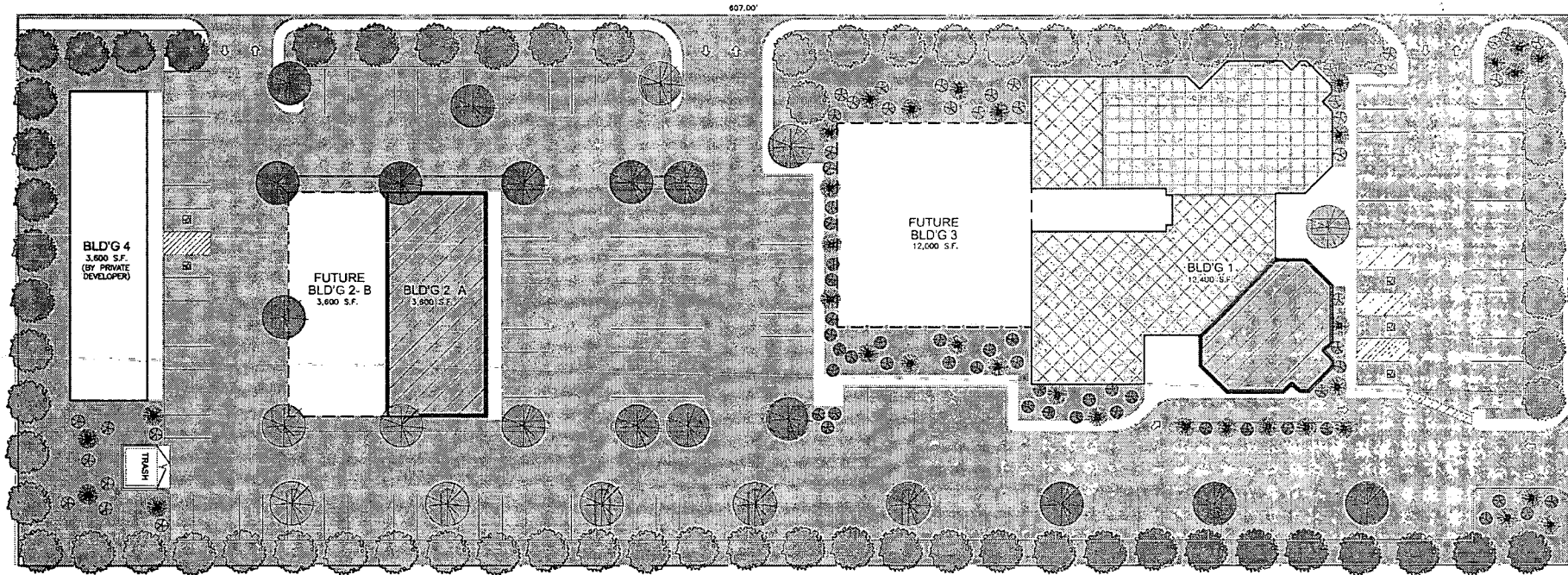
EXHIBIT "F"

SCOPE OF DEVELOPMENT

Developer: URBAN CHAMBER OF COMMERCE

Project: MULTI-USE BUSINESS INCUBATOR AND SERVICES CENTER

MT. MARIA DR.



1 SITE PLAN

SCALE: 1" = 20'-0"



SITE LEGEND	
	PREVIOUSLY EXISTING BUSINESSES
	URBAN CHAMBER
	INCUBATOR BUSINESSES

SITE ANALYSIS			
BUILDING	AREA S.F.	PARK RD.	LOT AREA
BUILDING- 1 BANK, INCUBATOR, BUSINESSES, URBAN CHAMBER	12,400	52	3 ACRES 130,680 S.F.
BUILDING- 2-A	3,600	15	
FUTURE BUILDING- 3 FUTURE BUSINESS UNRELATED TO "IDA" DEVELOPMENT	12,000	48	
TOTAL	28,000	115	

LEGAL DESCRIPTION:
SECTION: E 1/2, SW 1/4, SEC 24, T20S, R6E, W4M
STREET/ SUBDIVISION: 3.000 ACRE PARCEL - PORTION: LOT 6
MARTIN L. KING ENTERPRISE PARK, P.B. 77-54

MARTIN L. KING BLVD.

URBAN CHAMBER OF COMMERCE
CONCEPTUAL PLAN

LAS VEGAS, NEVADA



WINSTON H. HENDERSON
ARCHITECTS

1000 EAST HENDERSON ROAD, SUITE 100, LAS VEGAS, NEVADA 89119
TEL: (702) 382-1000 FAX: (702) 382-1001

SITE PLAN

DATE: 11-17-03
JOB NO: 00201
DESIGNED: W.H.H.
DRAWN: H.H./C.B.
CHECKED: W.H.H.

SHEET
AS1

OF

I. OVERVIEW:

A. Fundamental Concept

The purpose of this business plan is to outline the key areas of consideration for the successful development and operation of a Multi-use Business Incubator and Business Service Center (MIBSC) to be located in the Enterprise Park of the City of Las Vegas.

This overview section provides a background as reference for the genesis of this project.

In a meeting with a representative of the EDA in January 2001, the Urban Chamber outlined its efforts to make a meaningful contribution to the economic revitalization of West Las Vegas. During the meeting, a scope of service was identified where the EDA would provide financial grant assistance to the Urban Chamber of Commerce for the design, development, construction and operation of a facility dedicated to fostering small and medium size businesses in the West Las Vegas area.

The scope of services consisted of three prime objectives:

1. Provide business development assistance
2. Conduct a community outreach program
3. Provide a business service center to support the business community and residences of West Las Vegas.

The contract period for accomplishing the forgoing was May 2001 through April 2002.

The objective of providing business development assistance was a stand-alone task and was completed within the stated contact period. The remaining tasks -- the community outreach program and the development of the business service center -- were also successfully completed during the contract period. The tasks associated with hosting town hall meetings and developing the schematic concept drawings were completed utilizing in-house staff and consultants selected through an RFP process.

Three town-hall meetings were held at selected locations in Ward 5 within a two-mile radius of the proposed location of the project in the Enterprise Park. Additionally, surveys in English and Spanish were randomly mailed out to over three hundred residents in the area. The data gathered at the town-hall meetings and the data returned with the surveys showed a high degree of consistency in terms of identified and prioritized needs.

However, the development of an architectural concept for a multi-use business service center remains as an ongoing activity in order to facilitate the adjustment to the design concept as additional inputs are discussed, agreed upon and incorporated into the concept.

Therefore, the design of the building has the continuity of the architectural team and carryover applicability to the construction and operation of the service center.

This data formed the basis for the architect to develop a multi-use incubator and business service center concept and the development of the associated cost estimates. The project concept has been refined a number of times based on ongoing interactions with the EDA and the City of Las Vegas' Office of Business Development.

B. Planning Considerations

The Urban Chamber's planning considerations were based on identifying key components and tasks necessary to successfully complete the following:

1. Conduct a community needs assessment
2. Develop a project concept to satisfy identified needs
3. Establish project parameters
4. Develop project management, operation and financial plans needed to successfully complete the project and sustain programs and services to be housed in the facility.

Tasks 1, 2, and 3 have been successfully completed as outlined in the overview and project description sections of this business plan. Briefly, recapping the community needs to be satisfied by the project were identified and validated through a two-step process consisting of hosting three town hall meetings and linked with the mailing of a survey. The architectural concept was designed to meet the identified and prioritized needs.

The project parameters were established as a function of the site location, parcel size, permitted use based on zoning, and the overall project development cost as established by the EDA.

Considerations given to project management of the development of the facility and operation of same are discussed in the project management, operation, and financial plans sections that follow.

C. Background

The Urban Chamber has maintained an ongoing presence in the area in which the proposed project will be located for over 20 years.

This presence has afforded the Urban Chamber the opportunity to fully assess the needs of the community and build credibility with the various stakeholder groups in the area.

The facility based on the planning considerations outlined in the forgoing concept section was a critical area of assessment. This process allowed us to determine what types of services were needed and when housed in the facility would result in successful ventures.

Given that the proposed location of the site is located in a planned business park in the Enterprise Community of Las Vegas, a number of assessment thresholds dealing with regulatory matters and environmental issues have previously been successfully addressed.

D. Project Description

As noted in the overview, the project site is in a designated Federal Enterprise Park area. Project eligibility is based upon per capita income and the need for the revitalization of the area. Supporting data regarding per capita income have been received from the city's Planning Department. The average per capita income for the three census tracts is \$11,704 compared to a national average of \$29,469.

The project consists of the construction and operation of an approximately 16,000 square feet mixed-use incubator and service center. The anchor tenant would be the branch of a major financial institution, eight incubator businesses, and five professional offices. The Urban Chamber will provide complete support services to incubator tenants, professional offices, and other businesses in the area.

The proposed investment will provide a facility and support services that will allow entrepreneurs to grow and expand. Wells Fargo Bank has expressed a strong interest in being the anchor tenant. The bank would create twenty-five jobs within three years and the initial private investment would be in excess of \$150,000. It is estimated that the incubator tenants would create forty-eight jobs within three years and one hundred forty-four jobs by the ninth year. The professional offices would create an additional thirty-five jobs within six years. Since West Las Vegas has many undeveloped properties, additional jobs and private investment would be created as tenants graduate and expand into the community.

Furthermore, the proposed mixed-use facility will assist with diversification and economic growth in West Las Vegas. It will prepare businesses for participation in the economic boom that Las Vegas is experiencing by providing them with the necessary support to become successful by competing for business opportunities. Also, support services will be offered to other minority and female businesses in the community, and a process will be developed to match these businesses with established firms through the concept of mentor/protégé linkage to pursue business opportunities in the greater Las Vegas area.

II. MARKETING:

Given that the need has been validated by an extensive and ongoing planning process, as well as the fact the tenant mix of the facility has been set by the EDA on the percentage utilization of respectively; 40% incubator businesses; 40% existing businesses; and 20% for Urban Chamber programs, marketing the facility will be a simple straightforward process.

Businesses that fit the tenant mix requirement set by the EDA have been identified and are waiting for the project to receive final approval before entering into lease arrangements.

As has been noted previously, the conditions for the local match requirement have been met by land and cash donations.

III. PROJECT MANAGEMENT:

Any project management approach in order to produce a successful outcome must be capable of answering the compound questions of what are we doing and why are we doing it?

What the Urban Chamber will be doing is providing proper oversight for the design and construction of a 16,000sf multi-use incubator and business service center. The reason such oversight is needed is to assure, to the maximum extent possible, that the project is completed within the approved design characteristics and the established development cost budget.

The total development budget for the project is \$3,110,000

Broadly speaking, the Urban Chamber will be responsible for the award of all design, construction, and specialty contracts as well as the fiscal management of all funds dedicated to the completion of the project in a timely manner and within budget.

The architect will be responsible for overseeing the various permitting and approval processes to include field inspections and recommendations for the issuance of progress payments based on the acceptable completion of the required work.

General Responsibilities of the Urban Chamber of Commerce:

- ✓ Interacting With EDA, The City Of Las Vegas, and Private Sector Supporters
- ✓ Determining Objectives and Policies
- ✓ Performing Financial, Legal, Management and Accounting Functions
- ✓ Providing Guidance to the Architect
- ✓ Resolving Situations That Are Beyond the Authority Granted To The Architect.

General Responsibilities of the Architect:

- ✓ Design a 16,000sf multi-use incubator and business service center within the design criteria and the established development budget
- ✓ Incorporate into the design contract appropriate and applicable language that identifies the type and scope of field supervision to be provided during the construction of the project

- ✓ Determine the basis for progress payments, i.e., percentage of completion, milestone activities, lump sum, etc.
- ✓ Recommend to the Urban Chamber payments to the contractors based on the forgoing.

It is noted here for emphasis that the ideas of teamwork and cooperation will not be treated as mere industry clichés, but will be bywords for how the project will be prosecuted. The ideas will be consistently applied to meet the objective of a construction project that is completed on time and within budget.

The methods and forms used in project administration by the architect shall conform to industry standards as recognized by the American Institute of Architects.

The following items are included to provide general guidance to the architect as to the types of project oversight, record keeping, and documentation that will be required for the project:

Checklists:

- ✓ Submittal Review's
- ✓ Correspondence
- ✓ Environmental Plan
- ✓ Job Safety Plan
- ✓ Project Schedule
- ✓ Log Of Permits
- ✓ Emergency Contact Numbers
- ✓ Inspection Reports By The City Of Las Vegas
- ✓ Posting of labor law regulations and notices regarding non-discrimination practices.

Forms:

1. Design Clarification And Verification Request(S)
2. Submittal Log
3. List Of Subcontractors
4. Certified Payroll
5. Progress Reports/Payment Requests/Log Of Payments
6. Change Order Requests
7. Accident Report(s) and action(s) taken.

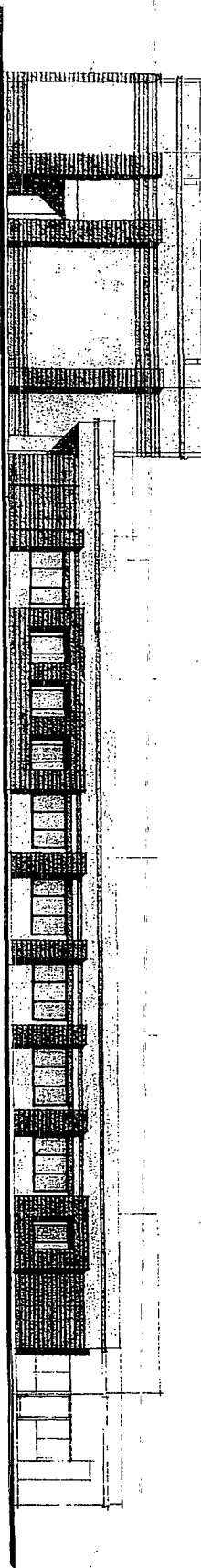
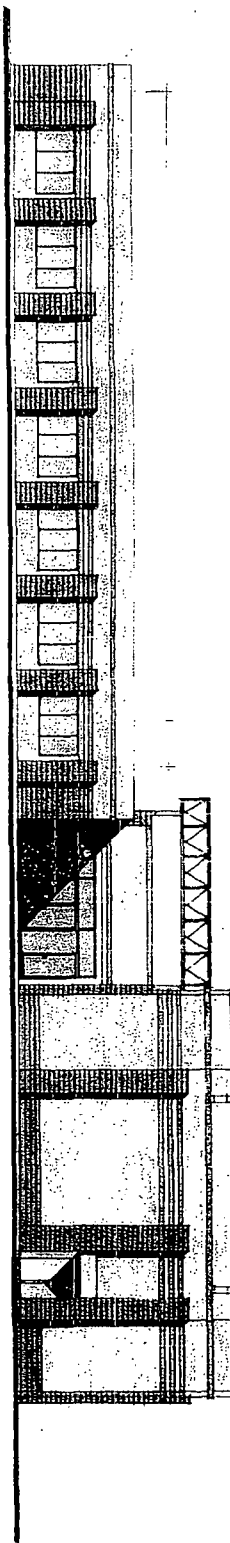
Contract:

Architectural and construction contract documents must contain general and special conditions that conform to AIA recommended standards and formats.

IV. OPERATIONS PLAN

- A. The Multi-use Business Incubator and Services Center will focus on the needs of new and startup business operations. Space will be provided for eight (8) incubator businesses, a branch bank, an architectural firm, professional services, (CPA/Law/Loan) offices, community organizations, multi-use space and offices of the Urban Chamber of Commerce.
- B. Qualified business entities will be able to lease low-cost space as business incubator tenants. Admittance to the facilities as a tenant will only be effected through a signed and funded lease agreement. The installation of special equipment and associated dedicated services will be the responsibility of each tenant as leasehold improvements. Tenants will be responsible for the restoration of leased space to original condition at the termination of its lease agreement.
- C. The building will be equipped with an abundance of adequately protected electrical outlets throughout the facility. The electrical outlets will be serviced by sectarian power surge protection for general office equipment. The protection of heavy duty, specialized equipment will be the responsibility of the tenant.
- D. Other utilities will be appropriately distributed throughout the facility in order to facilitate the availability to meet the need of tenants.
- E. General facility cleaning and maintenance will be the responsibility of the Urban Chamber. Cleaning of leased space will be required of the tenant of the leased space.
- F. External (grounds and parking areas) and common internal areas will be the responsibility of the Urban Chamber of Commerce. Lighting of the parking area will be provided until posted times. Additional time may be arranged as required.
- G. The level of maintenance services will be designed to keep the facility in above average to exceptional condition at all times. Tenants will be urged (required) to be active participants in controlling the discharge of trash and other debris inside and outside the building.
- H. The building will be operated as a "Smoke Free " facility.
- I. A computer local area network system (LAN), using state-of-the-art technology, will be available throughout the facility and will generally be maintained on a 24/7 basis.
- J. Affordable graphics and photocopying services will be available to the tenants on a priority basis.

- K. A facility-wide telephone system will be available to all tenants. Tenants will be able to have a personal system installed. Reception services will be available during regular business hours. Mail will be regularly received and distributed to tenants through an established distribution system.
- L. The building will be fully air conditioned and the desired level of service will be maintained through a service agreement with a qualified contractor.
- M. Project operations will be managed through the Office of Project Operations that will include an Operations & Administration Manager and such consultant specialist(s) as may from time to time be required.
- N. A Facility Review Team will be established during the final three months of the construction period to review the development profile with emphasis on the completion of the construction and the review of potential problems arising the final stage of construction. This team will meet biweekly and at such other times as may be deemed appropriate through the first three months after the opening of the facility. Thereafter, a quarterly review meeting will be held for the remainder of the first year of operation.



Las Vegas Urban Chamber of Commerce
Building 1 Elevation

A3

10/25/01

URBAN CHAMBER OF COMMERCE
CONCEPTUAL PLAN



WINSTON H. HENDERSON
ARCHITECTS

1555 EAST FLAMINGO ROAD SUITE 350 LAS VEGAS NEVADA 89119
TEL (702) 895-8700 FAX 893-8797

EXHIBIT "G"
SCHEDULE OF PERFORMANCE OF THE PROJECT

<u>Action</u>	<u>Date</u>
1. Execution and Delivery of Agreement. Developer and City shall each execute two exact copies of this Agreement.	Not later than March 31, 2004.
2. Open Escrow at a title company, which is mutually agreeable to the City and Developer and which is properly licensed in the State of Nevada.	Developer shall open escrow no later than April 30, 2004.
3. Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Within twenty (20) calendar days of opening escrow.
4. Approval of Title Report.	Within sixty (60) calendar days of receipt by Developer.
5. Expiration of Feasibility Review Period pursuant to Section 14.	Not later than ninety (90) days after the effective date of the Agreement, or by June 30, 2004, whichever event occurs first.
6. Submission of EDA Grant Commitment to City.	Not later than July 30, 2004.
7. Submission of Basic Concept Drawings. The Developer shall submit to the City for approval a set of Basic Concept Drawings.	Not later than August 16, 2004.
8. Review of Basic Concept Drawings by Architectural Review Committee for the Las Vegas Enterprise Park.	Not later than August 30, 2004.
9. Submission to City by Developer of Site Development Plan application through a City of Las Vegas Planning Department Pre-application meeting.	Not later than September 10, 2004.
10. Submittal of Final Architectural Plans, Civil Plans, Mechanical, Electrical, and Plumbing Plans, Landscape Plans, and Structural Plans to City.	Not later than December 29, 2004.
11. City and other Governmental Permits necessary to commence construction.	Not later than January 31, 2005.
12. Submission of Developer's Firm and Binding Evidence of Financing (the "Commitment") from each Project Lender other than EDA.	Not later than February 8, 2005.
13. Approval of Commitment pursuant to Section 6c of the DDA.	Not later than twenty (20) calendar days following submission of Commitment.
14. Submission – Certificates of Insurance.	Not later than March 30, 2005.
15. Payment of Conveyance Fee by Developer.	Not later than March 30, 2005.
16. Execution by Developer of Promissory Note and Deed of Trust, and delivery to escrow.	Not later than March 30, 2005.

EXHIBIT "G"
SCHEDULE OF PERFORMANCE OF THE PROJECT

<u>Action</u>	<u>Date</u>
17. Site Closing and Conveyance.	Not later than March 31, 2005.
18. <u>Commencement of Construction</u> . The Developer shall commence construction, which shall mean pouring concrete for the foundation of the Project.	Within one hundred eighty (180) calendar days after the Site Closing (closing of escrow and conveyance of the Site), or by July 30, 2005, whichever event occurs first.
19. Completion of Construction, as evidenced by a Certificate of Occupancy issued by the City.	Not later than eighteen (18) calendar months following commencement of construction, or by December 29, 2006, whichever event occurs first.
20. Notice of Completion. Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
21. Release of Deed of Trust and Promissory Note by City.	On the earlier of: (i) March 31, 2010; (ii) repayment of the principal amount of the Note; or (iii) that date which is sixty (60) calendar months subsequent to the closing date ("Closing") as defined in the DDA.

EXHIBIT "H"

FORM OF GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas NV 89101**

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein called "Grantor"), hereby grants to the URBAN CHAMBER OF COMMERCE, a Nevada nonprofit corporation (herein called "Grantee"), the real property (the "Property") legally described in the document attached hereto, labeled Exhibit "H-1", and incorporated herein by this reference.

1. The Property is conveyed subject to a Disposition and Development Agreement (the "DDA") entered into by and between the Grantor and the Grantee and dated _____ 2004. The Property is also conveyed subject to those easements of record and other title exceptions listed on Exhibit "H-2", attached hereto and incorporated herein by this reference.

2. The property shall be used for the sole purpose of constructing one or more office buildings containing no less than 20,000 square feet, as set forth in the DDA.

3. Condition of Property. Grantee and its representatives have been afforded the opportunity to make such inspections of the Property and matters related thereto as Grantee and its representatives desired, including, without limitation, governmental laws and regulations to which the Property is subject, and Grantee accepts the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Grantee acknowledges and agrees that the Property is sold and conveyed to and accepted by Grantee in an "as-is" condition with all faults, except as otherwise provided below. Grantor makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property. In particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local,

municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements. Grantee acknowledges that it has accepted this deed on the basis of Grantee's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

4. Grantee, for itself, its successors and assigns, and for each and every subsequent owner or tenant of any portion of the Property (collectively, the "Releasing Parties"), hereby waives, releases, remises, acquits and forever discharges Grantor, its affiliates, their employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Grantee or any other Releasing Party now has or which Grantee or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with any contamination or environmental condition of the Property, or any other physical or environmental condition of the Property, or the violation of any federal, state or local law, ordinance, rule or regulation, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, arising out of or in connection with any physical or environmental condition of the Property.

5. The covenants contained in paragraphs in this Grant Deed shall be binding for the benefit of the Grantor, its successors and assigns. Such covenants shall bind each and every owner of the Property as covenants running with the land. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

6. In the event of any express conflict between this Grant Deed and the DDA, the provisions of this Grant Deed shall control.

{This space is left intentionally blank.}

EXHIBIT "H"

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this ____ day of _____. 200__.

CITY OF LAS VEGAS,
A municipal corporation of the State of Nevada

By: _____

Oscar B. Goodman, Mayor

"GRANTOR"

APPROVED:

City Attorney

The provisions of this Grant Deed are hereby approved and accepted.

_____, 2004

URBAN CHAMBER OF COMMERCE,
a Nevada nonprofit corporation

By : _____

Hannah Brown, President

"GRANTEE"

Acknowledgments

GRANTOR:

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

This instrument was acknowledged before me, a notary public, on this ____ day
of _____, _____, by _____, as _____ of
City of Las Vegas.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

GRANTEE:

URBAN CHAMBER OF COMMERCE
a Nevada nonprofit corporation

By: _____
Name Printed: _____
Title: _____

This instrument was acknowledged before me, a notary public, on this ____
day of _____, _____, by _____, as _____
of URBAN CHAMBER OF COMMERCE, a Nevada nonprofit corporation.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

EXHIBIT "H-1": LEGAL DESCRIPTION

**A.P.N. 139-21-313-007 & -008 (010-290- & 010-300-)
3.000 ACRE PARCEL - PORTION LOT 6
AMENDED LAS VEGAS ENTERPRISE PARK**

That portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 6 of the Amended Map for LAS VEGAS ENTERPRISE PARK (A COMMERCIAL SUBDIVISION) as filed December 31, 1996 in Book 77 of Plats, Page 54 of Clark County, Nevada Records, described as follows:

COMMENCING at the South One-Quarter corner (S 1/4) of said Section 21; thence along the East line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21, North 00°17'00" East a distance of 855.37 feet to the intersection with the centerline of WYATT AVENUE (60.00 feet wide, now WHEELER PEAK DRIVE) as shown on said Amended Map for LAS VEGAS ENTERPRISE PARK; thence continuing along the east line of the East Half (E 1/2) of said Southwest Quarter (SW 1/4), North 00°17'00" East a distance of 709.05 feet; thence North 89°43'00" West a distance of 50.00 feet to the TRUE POINT OF BEGINNING in the west line of the east 50.00 feet, being a point in the east boundary line of LOT 6 of said Amended map for LAS VEGAS ENTERPRISE PARK; thence along the west line of said east 50.00 feet and along the east boundary line of said LOT 6, North 00°17'00" East a distance of 219.97 feet to the beginning of the tangent arc of a circle, concave southwesterly and having a radius of 25.00 feet; thence continuing along the easterly boundary line of said LOT 6, northwesterly along said arc through a central angle of 90°00'00" and an arc distance of 39.27 feet to the north boundary line of said LOT 6, being a point in the south

MAYOR'S INITIALS _____

EXHIBIT H-1: LEGAL DESCRIPTION (CONTINUED)

**A.P.N. 139-21-313-007 & -008 (010-290- & 010-300-)
3.000 ACRE PARCEL - PORTION LOT 6
AMENDED LAS VEGAS ENTERPRISE PARK**

right-of-way line of JIMMY AVENUE (60 feet wide, now MOUNT MARIAH DRIVE) as shown on said Amended map for LAS VEGAS ENTERPRISE PARK; thence along the north boundary line of said LOT 6 and along the south right-of-way line of said JIMMY AVENUE, tangent to said arc, North 89°43'00" West a distance of 509.01 feet; thence South 00°17'00" West a distance of 244.97 feet; thence parallel with the centerline of said JIMMY AVENUE as shown on said Amended map for LAS VEGAS ENTERPRISE PARK, South 89°43'00" East a distance of 534.01 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains an area of 130,680 square feet or 3.000 acres, more or less.

The above-described parcel of land is subject to a 20-foot wide landscaping easement along the easterly line of said LOT 6, which contains an area of 4,766 square feet or 0.109 acres, more or less.

MAYOR'S INITIALS _____

Scripts:
Michael Barrett, SEA, TTG
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
89101

EXHIBIT "H"

EXHIBIT "H-2"
SCHEDULE OF TITLE EXCEPTIONS

EXHIBIT "I"
NOTICE OF COMPLETION

Recording Requested by:
City of Las Vegas

After Recording, Mail to:

City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, NV 89101
Attention: Director

NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, by Disposition and Development Agreement ("DDA") dated _____, the City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter referred to as the "City" provided funds to Urban Chamber of Commerce, a Nevada nonprofit corporation ("Developer") for the purpose of making improvements to the Site, which is situated in the city of Las Vegas, Nevada, and described on Exhibit "I-1" attached hereto and made a part hereof; and

WHEREAS, as set forth in the DDA, the City shall furnish the Developer with a Notice of Completion upon completion of all construction and development upon the Site, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such Notice of Completion shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the DDA; and

WHEREAS, the City has conclusively determined that the construction and development on the Site has been satisfactorily completed;

...

...

...

EXHIBIT "I"
NOTICE OF COMPLETION (CONTINUED)

NOW THEREFORE, the City agrees:

1. The City does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed pursuant to the terms of the DDA.

IN WITNESS WHEREOF, the City has executed this Notice of Completion.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, Secretary

EXHIBIT I-1: LEGAL DESCRIPTION (CONTINUED)

**A.P.N. 139-21-313-007 & -008 (010-290- & 010-300-)
3.000 ACRE PARCEL - PORTION LOT 6
AMENDED LAS VEGAS ENTERPRISE PARK**

right-of-way line of JIMMY AVENUE (60 feet wide, now MOUNT MARIAH DRIVE) as shown on said Amended map for LAS VEGAS ENTERPRISE PARK; thence along the north boundary line of said LOT 6 and along the south right-of-way line of said JIMMY AVENUE, tangent to said arc, North 89°43'00" West a distance of 509.01 feet; thence South 00°17'00" West a distance of 244.97 feet; thence parallel with the centerline of said JIMMY AVENUE as shown on said Amended map for LAS VEGAS ENTERPRISE PARK, South 89°43'00" East a distance of 534.01 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains an area of 130,680 square feet or 3.000 acres, more or less.

The above-described parcel of land is subject to a 20-foot wide landscaping easement along the easterly line of said LOT 6, which contains an area of 4,766 square feet or 0.109 acres, more or less.

MAYOR'S INITIALS _____

Scrpsit:
Michael Barrett, SEA, TTG
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
89101

EXHIBIT "I-1": LEGAL DESCRIPTION

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COMMENCING at the South One-Quarter corner (S 1/4) of said Section 21; thence along the East line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21, North 00°17'00" East a distance of 855.37 feet to the intersection with the centerline of WYATT AVENUE (60.00 feet wide, now WHEELER PEAK DRIVE) as shown on said Amended Map for LAS VEGAS ENTERPRISE PARK; thence continuing along the east line of the East Half (E 1/2) of said Southwest Quarter (SW 1/4), North 00°17'00" East a distance of 709.05 feet; thence North 89°43'00" West a distance of 50.00 feet to the TRUE POINT OF BEGINNING in the west line of the east 50.00 feet, being a point in the east boundary line of LOT 6 of said Amended map for LAS VEGAS ENTERPRISE PARK; thence along the west line of said east 50.00 feet and along the east boundary line of said LOT 6, North 00°17'00" East a distance of 219.97 feet to the beginning of the tangent arc of a circle, concave southwesterly and having a radius of 25.00 feet; thence continuing along the easterly boundary line of said LOT 6, northwesterly along said arc through a central angle of 90°00'00" and an arc distance of 39.27 feet to the north boundary line of said LOT 6, being a point in the south

MAYOR'S INITIALS _____

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this ____ day of _____, 200__.

CITY OF LAS VEGAS,
A municipal corporation of the State of Nevada

By: _____

Oscar B. Goodman, Mayor

"GRANTOR"

APPROVED: _____

City Attorney

The provisions of this Grant Deed are hereby approved and accepted.

_____, 2004

URBAN CHAMBER OF COMMERCE,
a Nevada nonprofit corporation

By : _____

Hannah Brown, President

"GRANTEE"

Acknowledgments

GRANTOR:

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

This instrument was acknowledged before me, a notary public, on this ____ day
of _____, _____, by _____, as _____ of
City of Las Vegas.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

GRANTEE:

URBAN CHAMBER OF COMMERCE
a Nevada nonprofit corporation

By: _____
Name Printed: _____
Title: _____

This instrument was acknowledged before me, a notary public, on this ____
day of _____, _____, by _____, as _____
of URBAN CHAMBER OF COMMERCE, a Nevada nonprofit corporation.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

EXHIBIT "H-1": LEGAL DESCRIPTION

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MAYOR'S INITIALS _____

EXHIBIT H-1: LEGAL DESCRIPTION (CONTINUED)

A.P.N. 139-21-313-007 & -008 (010-290- & 010-300-)
3.000 ACRE PARCEL - PORTION LOT 6
AMENDED LAS VEGAS ENTERPRISE PARK

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MAYOR'S INITIALS _____

Scripsit:
Michael Barrett, SEA, TTG
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
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EXHIBIT "H"

EXHIBIT "H-2"
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EXHIBIT "I"
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EXHIBIT "I"
NOTICE OF COMPLETION (CONTINUED)

NOW THEREFORE, the City agrees:

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CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, Secretary

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MAYOR'S INITIALS _____

EXHIBIT I-1: LEGAL DESCRIPTION (CONTINUED)

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MAYOR'S INITIALS _____

Scripsit:
Michael Barrett, SEA, TTG
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
89101

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	<u>Contracting Entity</u>
Name	URBAN CHAMBER OF COMMERCE
Address	1048 West Owens Avenue Las Vegas, NV 89106
Telephone	(702) 648-6222
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	Disposition and Development Agreement
RFP #	N/A

Block 3	Type of Business
☐	Individual
☐	Partnership
☐	Limited Liability Company
☒	Corporation

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.	Hannah Brown, President	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
2.	Lois Greene, Secretary	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
3.	Frances Odom, Treasurer	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
4.	Ron Despenza, Vice President	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
5.	Bob Bell, Board Member	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
6.	Thomas Brown, Board Member	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222
7.	Bill Dougan, Board Member	1048 West Owens Avenue Las Vegas, Nevada 89106	(702) 648-6222

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

8	Derek Jones, Board Member	1048 West Owens Avenue Las Vegas NV 89106	(702) 648-6222
9	Diane H. Pollard, Board Member	1048 West Owens Avenue Las Vegas NV 89106	(702) 648-6222
10	Edgar Taylor, Board Member	1048 West Owens Avenue Las Vegas NV 89106	(702) 648-6222
11	Jerome Young, Board Member	1048 West Owens Avenue Las Vegas NV 89106	(702) 648-6222

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.

Hannah Brown
Hannah Brown, President

Name

February 27, 2004 *HB*

~~February 28, 2004~~

Date

Subscribed and sworn to before me this 27
day of February

February 27, 2004.

Brenda B. Williams

Notary Public

BRENDA B. WILLIAMS
NOTARY PUBLIC STATE OF NEVADA
COMMISSION NO. 94-2760-1
Comm. Expires April 11, 2004



U.S. DEPARTMENT OF COMMERCE

Economic Development Administration
Jackson Federal Building, Room 1890
915 Second Avenue
Seattle, Washington 98174
Fax: (206) 220-7669

December 15, 2003

Mr. Douglas A. Selby
City Manager, City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Dear Mr. Selby:

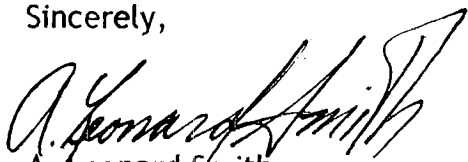
Ms. Hannah Brown, President of the Urban Chamber of Commerce, requested that I provide you with an update on the status of the Chamber's grant application to the Economic Development Administration (EDA).

We are continuing to process the Chamber's fiscal year 2004 grant application. In a letter dated June 2, 2003, I authorized the Chamber to submit a grant application to EDA in the amount of \$2 million for construction of a mixed-use incubator/service center. Included in their pre-application is the city-owned three-acre parcel with a market value of \$850,000 that the Urban Chamber will use as match.

At this time, we cannot give you a definite grant award date which would allow the City to begin the land conveyance process; however, I can advise you that if the application is able to meet all of EDA's policies and regulations, the earliest for a grant award would be February 2004.

If you need further assistance, please contact my project officer, JoAnn Smith, at 206-220-7689.

Sincerely,


A. Leonard Smith
Regional Director

cc: Bill Arent, City of Las Vegas ✓
Hannah Brown, President, Urban Chamber of Commerce
Rick Tremblay, Economic Development Representative
JoAnn Smith, Project Officer