COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Lutheran Social Services

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 **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, 89101.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Emergency Food Program** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$9,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide food and sundries to low income clients.

   Tasks to be Performed:
   Provide food, clothing, baby formula, baby food, diapers, layettes, blankets and hygine kits to homeless or low-income clients.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Half the clients who receive case management will achieve self sufficiency, clients will also receive meals, information and referrals.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department,* ~~Ms. Sandra Lewis~~ or a designee chosen at the discretion of SUBRECIPIENT. Mrs. Jaime Weller

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

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

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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 800 N. Bruce St. Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Lutheran Social Services

~~Jennie Waller~~, Executive Director

Council Action March 17, 2004

APPROVED AS TO FORM: 7/15/04

EXHIBIT "A"
Social Service
Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing social services to eligible clients over the period of July 1st to June 30th. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks which the Subrecipient will perform in connection with the provision of the eligible social services include, but are not limited to, the following:

1). Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components offered. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.

4). Ensure that program components allow clients the opportunity to become self-sufficient, avoid homelessness, maintain employment and maintain a reasonable standard of living and quality of life.

5). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing social related services are appropriate for the enrolled population served and meet at least the minimum standards established by the pertinent licensing bodies.

6). As part of the social services, provide a range of structured social, educational, basic needs and case management activities appropriate to ensure that client needs are met. Provide documentation, which will show the outcome of referrals made on behalf of clients.

7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving social services as a result of assistance provided through the CDBG program.

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT 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 "SUBRECIPIENT," whose primary mailing address at the date of execution is, 323 N Maryland Pkwy Las Vegas, 89101.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Arturo Cambeiro Senior Center** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$9,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide Hispanic seniors with translations in Medicare, Social Security, utility, tenant, information and referrals.

   Tasks to be Performed:
   Program provides advocacy services to Hispanic seniors.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Low-income clients will receive translation services in addition to other services provided at the center.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. Teresa De La Torre-Azeman or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 323 N Maryland Pkwy Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Nevada Association of Latin Americans (NALA)

Teresa De La Torre-Azeman

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 7/15/04

EXHIBIT "A"
Social Service
Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing social services to eligible clients over the period of July 1st to June 30th. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks which the Subrecipient will perform in connection with the provision of the eligible social services include, but are not limited to, the following:

1). Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components offered. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.

4). Ensure that program components allow clients the opportunity to become self-sufficient, avoid homelessness, maintain employment and maintain a reasonable standard of living and quality of life.

5). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing social related services are appropriate for the enrolled population served and meet at least the minimum standards established by the pertinent licensing bodies.

6). As part of the social services, provide a range of structured social, educational, basic needs and case management activities appropriate to ensure that client needs are met. Provide documentation, which will show the outcome of referrals made on behalf of clients.

7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving social services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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) #2	Phone: 3826252
Project: Arturo Cambeiro Senior Center	FAX: 3837021
Contact Person: Teresa De La Torre-Azeman	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$9,000.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$9,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Positively Kids, Inc.

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 **Positively Kids, Inc.,** a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 3753 Howard Hughes Pkwy. Ste. 200 Las Vegas, 89109.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Positively Kids Home Care Services Program** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$14,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide theraputic care and in-home skilled nursing to medically fragile or terminally ill children.

   Tasks to be Performed:
   Provide medically fragile children and their families in-home skilled nursing and theraputic care. All families served must be low-income City of Las Vegas residents.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Allow 64 children and their families to receive services.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Fred Schultz or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 3753 Howard Hughes Pkwy. Ste. 200 Las Vegas, NV 89109.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Positively Kids, Inc.

CEO

Fred Schultz, C.E.O.

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Social Service
Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing social services to eligible clients over the period of July 1st to June 30th. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks which the Subrecipient will perform in connection with the provision of the eligible social services include, but are not limited to, the following:

1). Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components offered. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.

4). Ensure that program components allow clients the opportunity to become self-sufficient, avoid homelessness, maintain employment and maintain a reasonable standard of living and quality of life.

5). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing social related services are appropriate for the enrolled population served and meet at least the minimum standards established by the pertinent licensing bodies.

6). As part of the social services, provide a range of structured social, educational, basic needs and case management activities appropriate to ensure that client needs are met. Provide documentation, which will show the outcome of referrals made on behalf of clients.

7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving social services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Positively Kids, Inc.	Phone: 2620037
Project: Positively Kids Home Care Services Program	FAX: 2620252
Contact Person: Fred Schultz	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$14,000.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$14,000.00			

Signature Date

EXHIBIT "C"
MONTHLY REPORTS
Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT 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 "SUBRECIPIENT," whose primary mailing address at the date of execution is, 953 E. Sahara #201 Las Vegas, 89104.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Transitional Housing and Affordable Rental Program** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$14,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide transitional and affordable housing to low income citizens.

   Tasks to be Performed:
   Transitional housing for homeless families with children, and affordable rental units for low and very low-income clients.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide transitional and affordable housing with case management to 18 clients. Thirteen clients will achieve self-sufficiency by obtaining permanent housing and a stable income after graduation.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. Candace Ruisi or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

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

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 953 E. Sahara #201 Las Vegas, NV 89104.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Social Service
Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing social services to eligible clients over the period of July 1st to June 30th. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks which the Subrecipient will perform in connection with the provision of the eligible social services include, but are not limited to, the following:

1). Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components offered. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.

4). Ensure that program components allow clients the opportunity to become self-sufficient, avoid homelessness, maintain employment and maintain a reasonable standard of living and quality of life.

5). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing social related services are appropriate for the enrolled population served and meet at least the minimum standards established by the pertinent licensing bodies.

6). As part of the social services, provide a range of structured social, educational, basic needs and case management activities appropriate to ensure that client needs are met. Provide documentation, which will show the outcome of referrals made on behalf of clients.

7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving social services as a result of assistance provided through the CDBG program.

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ____________________________
Represents Month ____________________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Academics Athletics Connection/LV Stars Inc.

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 **Academics Athletics Connection/LV Stars Inc.**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, P.O. Box 271426 Las Vegas, 89127.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Academic & Athletics Connection (AAC)** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide youth with life skills and athletic opportunities.

   Tasks to be Performed:
   Structured year round educational athletic program. Participating youth will play sports, receive tutoring, and attend life skills presentations. At least 50 children will be served.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Allow up to 50 children to participate in sports activities and achieve scholastic goals as set out in the application for funds.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. James Wroten or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504
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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502
SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K
SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at P.O. Box 271426 Las Vegas, NV 89127.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Academics Athletics Connection/LV Stars Inc.

James Wroten, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: J. Pinsicello 4/22/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Academics Athletics Connection/LV Stars Inc.	Phone: 4388357
Project: Academic & Athletics Connection (AAC)	FAX: 6466552
Contact Person: James Wroten	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	$5,000.00			
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Big Brothers Big Sisters of NV

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 **Big Brothers Big Sisters of NV,** 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, 4045 S. Spencer St. Ste. A-57 Las Vegas, 89119.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Community-Based Youth Mentoring Prgm.** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide mentoring for low income youth.

   Tasks to be Performed:
   Provides one on one mentoring relationships between at risk children and adult volunteers.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide up to 310 low income children the opportunity to be mentored by a Big Brother or Big Sister.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. Willi Baer or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

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

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 4045 S. Spencer St. Ste. A-57 Las Vegas, NV 89119.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Big Brothers Big Sisters of NV

Willi Baer, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"

Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Big Brothers Big Sisters of NV	Phone: 7312227
Project: Community-Based Youth Mentoring Prgm.	FAX: 7379209
Contact Person: Willi Baer	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$5,000.00			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Clark County Bar Association

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 **Clark County Bar Association,** 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, 725 S. 8th Las Vegas, 89101.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Trial By Peers** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide positive alternatives to juvenile offenders.

   Tasks to be Performed:
   Juvenile diversion program for first/second time, non-violent offenders charged with misdemeanors.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide community service, jury duty, and counseling to 250 youth, 50 of which will become peer counselors.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Eric Mann or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504
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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502
SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K
SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 725 S. 8th Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Clark County Bar Association

Eric Mann, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

<u>Principal Tasks</u>

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Clark County Bar Association	Phone: 3876011
Project: Trial By Peers	FAX: 3877867
Contact Person: Eric Mann	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$5,000.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"
MONTHLY REPORTS
Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Committed 100 Men Helping Boys

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 **Committed 100 Men Helping Boys,** 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, 716 S. 6th Las Vegas, 89101.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Rites of Passage** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide mentoring for low income at risk youth.

   Tasks to be Performed:
   10 week program held in the spring and fall to offer life skills training primarily for at risk youth.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   To increase school attendance, grades, community involvement, participation, communication between youths in lieu of fighting, produce positive and productive future of at least 60 youth.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Mike Waller or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE
This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS
SUBRECIPIENT agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

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

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity; and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 716 S. 6th Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Committed 100 Men Helping Boys

Mike Waller, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

<u>Principal Tasks</u>

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Committed 100 Men Helping Boys	Phone: 3866001
Project: Rites of Passage	FAX: 3866003
Contact Person: Mike Waller	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$5,000.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Freedom Enhancement Academy

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 **Freedom Enhancement Academy,** a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, P.O. Box 621802 Las Vegas, 891421802.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Doctors of Tomorrow** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide hands on concepts to math and science for low income youth.

   Tasks to be Performed:
   Provide low income youth the opportunity to learn about health and science.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Allow at least 10 children to participate in the Doctors of Tomorrow program.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   Funds may only be used to reimburse reasonable costs associated with the project for City of Las Vegas low-income residents.

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Aaron Brooks or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504
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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502
SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K
SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
    SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
    This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
   Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

   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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at P.O. Box 621802 Las Vegas, NV 891421802.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Freedom Enhancement Academy

Aaron Brooks

Council Action March 17, 2004

APPROVED AS TO FORM: 9/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

<u>Principal Tasks</u>

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Freedom Enhancement Academy	Phone: 2323892
Project: Doctors of Tomorrow	FAX: 6419026
Contact Person: Aaron Brooks	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	$5,000.00			
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"
MONTHLY REPORTS
Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________________
Represents Month ______________________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Hen Hen Youth Organization

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 **Hen Hen Youth Organization,** 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, 1100 Bullrun N. Las Vegas, 89030.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **HHD Youth Organization** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide low income children the opportunity to participate in athletic programs.

   Tasks to be Performed:
   Allow low income children to participate in athletic events, program includes self-esteem building, moral decision making, anti gang, anti drug and academic assistance.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Assist at least 15 children with good sportsmanship skills, creativity encouragement, academic, vocational, athletic and social success.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Henry Thorns or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. CONFLICT OF INTEREST 24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 1100 Bullrun N. Las Vegas, NV 89030.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Hen Hen Youth Organization

Henry Thorns, President

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Hen Hen Youth Organization	Phone: 3995809
Project: HHD Youth Organization	FAX: 3866003
Contact Person: Henry Thorns	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation	$5,000.00			
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"
MONTHLY REPORTS
Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
In Our Presence

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 **In Our Presence,** 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, 4432 Ivory Jade N. Las Vegas, 89030.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Pressing On to Purpose and Prosperity (POPP)** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$7,500.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide counseling to at risk youth for societal concerns.

   Tasks to be Performed:
   Provides at risk youth 15 - 21 counseling for suicide prevention and other societalconcerns. Funds will be used to purchase up to fifteen (15) lap top computers for the program.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Allow up to 55 unduplicated clients to receive participate in the Pressing on to Purpose and Prosperity (POPP) program.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. SaBrina Hagen-Finks or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds..

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 4432 Ivory Jade N. Las Vegas, NV 89030.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

In Our Presence

9/1/04

SaBrina Hagen-Finks, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 7/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: In Our Presence	Phone: 5242154
Project: Pressing On to Purpose and Prosperity (POPP)	FAX: 4139898
Contact Person: SaBrina Hagen-Finks	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment	$7,500.00			
TOTAL	$7,500.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Las Vegas Fact

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 **Las Vegas Fact,** 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, 1760 Wheeler Peak Las Vegas, 89106.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Kickin' It** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide youth with HIV Peer training.

   Tasks to be Performed:
   Develop HIV Prevention Peer educators aged 13-18.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   At least 12 workshop sessions will be given on HIV/STD, 4 outreach trainings will be offered to train youth on peer mentoring, and 24 Saturday classes will be held for the community. 20% of youth participating will reduce at-risk behavior.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. Lydia Harris or a designee chosen at the discretion of SUBRECIPIENT.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less costs incidental to generation of the income;

4. Gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**

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

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**

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

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**

   Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work

Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

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

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

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

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

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 1760 Wheeler Peak Las Vegas, NV 89106.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Las Vegas Fact

Michael Chambliss

Michael Chambliss, Board President

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 9/27/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Las Vegas Fact	Phone: 3831892
Project: Kickin' It	FAX: 6460887
Contact Person: Lydia Harris	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$5,000.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Las Vegas Heat Track Club

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 **Las Vegas Heat Track Club,** 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, 2310 Red Crossbill Las Vegas, 89146.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Youth Track Club** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide life skills and track and field opportunities to low income children ages 6-18.

   Tasks to be Performed:
   Provide 25 children athletic and life skills opportunities. All children assisted with CDBG funds must live in the City of Las Vegas.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   At least 25 City of Las Vegas low income youth will be involved in weekend computer labs, workshops, and seminars to improve school attendance and self esteem in addition to competing in track meets.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Brooks Lewis or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504
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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502
SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K
SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 2310 Red Crossbill Las Vegas, NV 89146.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Las Vegas Heat Track Club

Brooks Lewis, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Las Vegas Heat Track Club	Phone: 4320750
Project: Youth Track Club	FAX: 4320750
Contact Person: Brooks Lewis	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation	$5,000.00			
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"
MONTHLY REPORTS
Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ____________________
Represents Month ____________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Las Vegas Natural History Museum

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 **Las Vegas Natural History Museum,** 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, 900 Las Vegas Blvd. N. Las Vegas, 89101.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Explore!** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide bus transportation and entrance fees to at risk students.

   Tasks to be Performed:
   Provide at risk elementary school children the opportunity to attend a learning safari at the museum.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   3,200 low income students will be provided a field trip to the museum, 90 teachers will receive a 20 page manual with pre and post training exercises based on the museum visit.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. Marilyn Gillespie or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 900 Las Vegas Blvd. N. Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Las Vegas Natural History Museum

Marilyn Gillespie

Council Action March 17, 2004

APPROVED AS TO FORM: 7/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Las Vegas Natural History Museum	Phone: 3843466
Project: Explore!	FAX: 3845343
Contact Person: Marilyn Gillespie	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation	$5,000.00			
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Las Vegas Stealth Youth Track Club

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 **Las Vegas Stealth Youth Track Club,** 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, 2807 Exulted Valley N. Las Vegas, 89030.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **USA Track and Field** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide low income children the opportunity to participate in athletic programs.

   Tasks to be Performed:
   Allow low income children to participate in athletic events, program includes self-esteem building, moral decision making, anti gang, anti drug and academic assistance.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Assist 43 children with good sportsmanship skills, encourage creativity, academic, vocational, athletic and social success.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Edward Johnson or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. CONFLICT OF INTEREST 24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 2807 Exulted Valley N. Las Vegas, NV 89030.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Las Vegas Stealth Youth Track Club

Edward Johnson, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: J. Ponticello 4/5/04

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Las Vegas Stealth Youth Track Club	Phone: 4383535
Project: USA Track and Field	FAX: 3866003
Contact Person: Edward Johnson	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation	$5,000.00			
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Lied Discovery Children's Museum

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 **Lied Discovery Children's Museum,** 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, 833 Las Vegas Blvd. N. Las Vegas, 89101.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Youthworks** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$11,245.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide low income children with job training and enhance education.

   Tasks to be Performed:
   Work program for low income youth that offers job skills training and life skills. Expected number of youth for program is 100.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Participants will achieve 100% High School graduation for participants in the program. Provide job skills, leadership, science exhibit and cultural diversity training to program participants.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. Suzanne Le Blanc or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504
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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502
SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K
SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT 24 CFR 570.608**

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

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609**

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 833 Las Vegas Blvd. N. Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Lied Discovery Children's Museum

Suzanne Le Blanc, Executive Director

Council Action March 17, 2004

APPROVED AS TO FORM: 7/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Lied Discovery Children's Museum	Phone: 3823445
Project: Youthworks	FAX: 3820592
Contact Person: Suzanne Le Blanc	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$11,245.00			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$11,245.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Music 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 **Music 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, 409 Finch Ridge Las Vegas, 89032.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Youth Stars** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide free education, exposure and hands on experience to youth in all genres of music and film production.

   Tasks to be Performed:
   Provide youth exposure to music and film production. All children assisted with CDBG funds must live in the City of Las Vegas.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Conduct four 3 hour sessions where students will learn the fundamentals of the music and screen industry.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Jeff Porter or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504
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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502
SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K
SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 409 Finch Ridge Las Vegas, NV 89032.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Music Development Center

Jeff Porter, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Music Development Center	Phone: 5959475
Project: Youth Stars	FAX: 6361480
Contact Person: Jeff Porter	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$5,000.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Nuff Sed

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 **Nuff Sed,** 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, 4909 Rancho Verde Las Vegas, 89031.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Youth Basketball Program** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide an opportunity for youth to excel in athletics, social skills and careers.

   Tasks to be Performed:
   Provide 35 children basketball and life skills. All children assisted with CDBG funds must live in the City of Las Vegas.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Allow 35 children to participate in basketball as an alternative to drug and gang activities.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Robert Lewis or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504
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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502
SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K
SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 4909 Rancho Verde Las Vegas, NV 89031.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

NUFF SED

Robert Lewis, Executive Director

APPROVED AS TO FORM:
4/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Nuff Sed	Phone: 6423746
Project: Youth Basketball Program	FAX: 3832796
Contact Person: Robert Lewis	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation	$5,000.00			
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
P/S Vegas Flyers Youth Track Club

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 **P/S Vegas Flyers Youth Track Club,** 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, 3312 Terra Bella Las Vegas, 89108.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Youth Track and Field Program** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$9,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide life skills and track and field opportunities to low income children ages 5-18.

   Tasks to be Performed:
   Provide children athletic and life skills opportunities. All children assisted with CDBG funds must live in the City of Las Vegas.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Allow 90 children to participate in sports as an alternative to drugs and gangs.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Mr. Roy Session or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE
This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS
SUBRECIPIENT agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

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

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

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

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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. CONFLICT OF INTEREST 24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 3312 Terra Bella Las Vegas, NV 89108.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS	**P/S Vegas Flyers Youth Track Club**
Oscar B. Goodman, Mayor	Roy Session, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: P/S Vegas Flyers Youth Track Club	Phone: 3952081
Project: Youth Track and Field Program	FAX: 3957756
Contact Person: Roy Session	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$9,000.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$9,000.00			

Signature Date

EXHIBIT "C"
MONTHLY REPORTS
Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
	INCOME NOT TO EXCEED		
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Spread the Word Nevada Kids to Kids

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 **Spread the Word Nevada Kids to Kids,** 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, 260 E. Desert Rose Henderson, 89015.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **Youth and Family Literacy Program** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$5,000.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide gently used books to low income and at risk students and families.

   Tasks to be Performed:
   Literacy program for youth and families.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   At least 1,800 children from at risk City of Las Vegas Elementary schools will receive free books and tote bags.

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. Laurie Porter or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE
This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS
SUBRECIPIENT agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services Public Services Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

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

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

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

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

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

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

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

B. POLITICAL ACTIVITIES 24 CFR 570.207

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

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

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

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504

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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K

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

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 260 E. Desert Rose Henderson, NV 89015.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Spread the Word Nevada Kids to Kids

Laurie Porter, Executive Director

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 9/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Spread the Word Nevada Kids to Kids	Phone: 5647809
Project: Youth and Family Literacy Program	FAX: 4383136
Contact Person: Laurie Porter	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$5,000.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$5,000.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________
Represents Month ______________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Sunrise Children's Foundation

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 **Sunrise Children's Foundation**, 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, 3196 S. Maryland Pkwy. #307 Las Vegas, 89109.

WITNESSETH

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

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the CDBG Program's National Objectives (defined in 24 CFR Part 570.208), Public Service funds are used as follows:

1. To benefit low- and moderate-income persons,

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

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a FY2004-2005 CDBG-funded Program known as **SCF - Parent Information and Resource Ctr.** that provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, and specified in Scope of Service and/or Exhibit "A" Expanded Scope of Service, hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$7,500.00** in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided. For full scope of services See Exhibit "A"*

   Purpose of Services:
   Provide low income and limited English proficient children preschool oportunities.

   Tasks to be Performed:
   Provide children from 3 - 5 preshchool and school readiness.

   Level of Service to be Provided and Measurable Goals for Grant Period:
   Allow up to 15 families the opportunity to participate in the Home Instruction for Parents of Preschool Youngsters (HIPPY).

   Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved 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 CDBG Program funding to the City.

2. *The following are either opportunities which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas:*
   None

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department*, Ms. Dee Ladd or a designee chosen at the discretion of SUBRECIPIENT.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

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

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG Funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. SUBRECIPIENT program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

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

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

B. IRS REGULATIONS:

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

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

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

E. THIRD PARTY CONTRACTS

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

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, SUBRECIPIENT'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 SUBRECIPIENT 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

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

III. FEDERAL GENERAL CONDITIONS

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

B. POLITICAL ACTIVITIES 24 CFR 570.207
SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. PROGRAM INCOME 24 CFR 570.500
SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.504
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 SUBRECIPIENT provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502
SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS 24 CFR SUBPART K
SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL--24 CFR 570.600**
SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601** EXECUTIVE ORDER 11063--24 CFR 570.601
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act 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.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

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

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development

opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 **LIMITED ENGLISH PROFICIENCY (LEP)**
Executive order 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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

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 Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

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

J. AMERICANS WITH DISABILITIES ACT

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

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 Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient 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 Subrecipients 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 SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-

compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 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.

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'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 properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORDKEEPING

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

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 (effectively a five year retention period).

F. PROGRAM BUDGET

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

G. METHOD OF PAYMENT

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

H. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. In the event that NEIGHBORHOOD SERVICES 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 reprogram the funds to another CDBG eligible project/program.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2005 CDBG funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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 which has a unit acquisition cost of $500 or more and a useful life of more than one year.
2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this

Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 570.509 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 3196 S. Maryland Pkwy. #307 Las Vegas, NV 89109.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Sunrise Children's Foundation

Dee Ladd

Dee Ladd, President

Attest:

Barbara Jo Ronemus, City Clerk

Council Action March 17, 2004

APPROVED AS TO FORM: 4/15/04

EXHIBIT "A"
Youth Program Objectives

Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

1). Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

2). Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

3). Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

5). As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

6). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
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 Community Development Block Grant (CDBG) 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: Sunrise Children's Foundation	Phone: 7318373
Project: SCF - Parent Information and Resource Ctr.	FAX: 7318372
Contact Person: Dee Ladd	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	$7,500.00			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$7,500.00			

Signature Date

EXHIBIT "C"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ____________________________
Represents Month ____________________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

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

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

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

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding, made and entered into this 1st day of July 2004, by and between the City of Las Vegas and the City of Las Vegas Department of Leisure Services Recreation Division, for

YOUTH SCHOLARSHIP PROGRAMS – LEISURE DIVISION

WITNESSETH:

WHEREAS, the City Council of Las Vegas (hereinafter "CITY"), through its Community Development Block Grant Program (hereinafter "CDBG"), desires to make grants to governmental sub-entities, to be utilized for the selected purpose, as expressly indicated during the City Council session of March 17, 2004; and

WHEREAS, the United States Department of Housing and Urban Development, (hereinafter "HUD"), pursuant to 24 CFR Part 570 et. seq., and specifically to 24 CFR Part 570.503, requires the City as CDBG Program Recipient to sign a written agreement with the Subrecipient which shall remain in effect for the time period during which the Subrecipient has control of CDBG funds, including Program Income; and

WHEREAS, the City of Las Vegas, by and through its Neighborhood Services Department, (hereinafter "NEIGHBORHOOD SERVICES"), is the local grant administrator for the Fiscal year 2004/2005 HUD Entitlement Grant, and the City has allocated funds to the City of Las Vegas Department of Leisure Services, (hereinafter "LEISURE SERVICES") for Youth Scholarship Programs; and

WHEREAS, the parties desire to record their agreement by means of this Memorandum of Understanding ("MOU").

NOW, THEREFORE, in accordance with 24 CFR Part 570 et. seq. and all relevant federal related regulations, the NEIGHBORHOOD SERVICES CDBG Public Service Program Manual and in consideration herein, the parties hereby agree as follows:

1. The City shall provide to Leisure Services a maximum of **$94,645.00** from the City's CDBG funds allocated for the Federal Fiscal Year 2004/2005 for Youth Scholarship Programs as more specifically described in the Scope of Services, Exhibit "B" and in accordance with the "Program Budget" identified as EXHIBIT "A" which is attached hereto and by reference made a part hereof.

2. It is specifically understood and agreed by LEISURE SERVICES and NEIGHBORHOOD SERVICES that the activities to be performed under the Scope of Services in this MOU shall achieve the following national objectives of the CDBG Programs:

a. *To benefit persons from low- and moderate-income households,*

LEISURE SERVICES must demonstrate that it is meeting this requirement by following the Client Income Eligibility Criteria, as set forth in EXHIBIT "C" attached hereto and by reference is made a part hereof, and by ensuring that all clients served with CDBG funds have been deemed income eligible. This may be accomplished by utilizing EXHIBIT "D", Client Certification Of Household Composition And Income. All clients must have their low or moderate-income status verified by LEISURE SERVICES in order to participate in the Youth Scholarship Programs. ("Programs")

3. RECREATION will be required to collect for and provide to NEIGHBORHOOD SERVICES, program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of NEIGHBORHOOD SERVICES and RECREATION.

RECREATION shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "D", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to RECREATION for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

a. Total unduplicated (new) clients served including: ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "B" for current HUD Section 8 income guidelines), in addition to number of female heads-of-households served.
b. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
c. Statement of Program year goals cited in RECREATION application and measurable accomplishments toward achieving said goals through reporting date of said Report.

Said Report shall be forwarded to NEIGHBORHOOD SERVICES, no later than the 7th of the month following the reporting period. The forms may be e-mailed. NEIGHBORHOOD SERVICES will monitor the performance of RECREATION against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this MOU.

4. LEISURE SERVICES agrees to utilize CDBG funds for scholarships for youths attending the Youth Scholarship program according to the Program's "Scope Of Services" identified as Exhibit "B" which is attached hereto and by reference is made a part hereof.

5. LEISURE SERVICES will provide NEIGHBORHOOD SERVICES with data of all expenses encumbered against CDBG funds for the 2004/2005 Federal fiscal year, and reported on the forms provided as EXHIBIT "E". LEISURE SERVICES understands and agrees that Program Income, as defined in 24 CFR Part 570.500, shall be recorded separately and returned to NEIGHBORHOOD SERVICES for disposition. Upon approval by NEIGHBORHOOD SERVICES, income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the NEIGHBORHOOD SERVICES Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations, specifically 24 CFR Part 570.504.

6. LEISURE SERVICES expressly agrees and understands that LEISURE SERVICES will comply with all uniform administrative requirements of the CDBG Program as set forth in 24 CFR Part 570.504(c), including but not limited to, the cost principles and audit requirements established by OMB Circulars A-87 and A-128, respectively.

7. Pursuant to 24 CFR Part 570.503, LEISURE SERVICES must transfer to NEIGHBORHOOD SERVICES upon expiration of the term of this MOU any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this MOU. In addition, any real property, which shall be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment, either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to 24 CFR Part 570.208 until five (5) years after LEISURE SERVICES is no longer considered by HUD to be a part of the City of

Las Vegas, a metropolitan city, or for such longer period of time as deemed appropriate by NEIGHBORHOOD SERVICES. If not used as such, LEISURE SERVICES must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

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

9. It is specifically understood and agreed by LEISURE SERVICES that NEIGHBORHOOD SERVICES shall not be obligated to pay any monies to LEISURE SERVICES hereunder and hereinafter in the event that such CDBG funds for any reason are terminated or withheld from the City or are otherwise not forthcoming, and in such event, the City, by and through NEIGHBORHOOD SERVICES may terminate this MOU. Furthermore, NEIGHBORHOOD SERVICES shall be liable only for payment proportional to the extent that CDBG grant award funds are received by the City of Las Vegas. LEISURE SERVICES also understands and agrees in accordance with 24 CFR Part 85.43 that NEIGHBORHOOD SERVICES may suspend or terminate this MOU if LEISURE SERVICES as Subrecipient materially fails to comply with any term as stated herein, and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44. If the MOU is terminated, LEISURE SERVICES shall be reimbursed for eligible costs incurred up to and including the effective termination date.

DURATION/TERMINATION

10. This MOU provides for CDBG funding of the LEISURE SERVICES Programs rendered in accordance with this MOU from July 1, 2004, or the date first written above, through June 30, 2005. It is specifically understood that expenses incurred after July 1, 2004, but prior to execution of this MOU may be reimbursed upon approval of NEIGHBORHOOD SERVICES and contingent upon LEISURE SERVICES conformance with 24 CFR 570.200(h)(1)((i-vi).

TIMEFRAME FOR UNEXPENDED FUNDS/REPROGRAMMING

11. In the event NEIGHBORHOOD SERVICES determines the total amount of funds allocated for this MOU will not be expended in the time and manner prescribed in this MOU, NEIGHBORHOOD SERVICES reserves the right to that portion of the unexpended funds to transfer to other projects/programs operating under this Memorandum of Understanding. Neighborhood Services requires the following: fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the program year, and completed Request for Funds (EXHIBIT "E") and monthly client reporting forms (Exhibit "F") for the first six months of the program year must be received by January 30th of the program year, as well as 75% spent by March 31st of the program year, and corresponding forms received by April 15th of the program year, or the balance of the grant will be subject to re-programming to other eligible CDBG programs at the discretion of the NEIGHBORHOOD SERVICES Director or designee. The underreporting site, as well as the Director of Leisure Services, will receive a ten (10) day written notice to respond before any re-programming of funds takes place.

AMENDMENT

12. This Memorandum Of Understanding constitutes the entire understanding of the parties concerning the subject matter hereof, and no prior agreement between the parties except as contained herein. This Memorandum Of Understanding may be amended solely by means of amendment signed by both parties.

.
..
...

SIGNATORIES

In accordance with the regulations established in HUD Entitlement Grant Regulations, 24 Code of Federal Regulations (CFR) Part 570 et. seq., the Mayor, and the Director of LEISURE ACTIVITIES are authorized to sign documents on behalf of the administrative sub-entities.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Leisure Services Department

Dr. Barbara Jackson, Director

Attest:

Barbara Jo Ronemus, City Clerk

COUNCIL ACTION: MARCH 17, 2004

APPROVED AS TO FORM: 5/3/05

EXHIBIT "A"

PROGRAM BUDGET

Organization: City of Las Vegas, Department of Leisure Services

Project: Youth Scholarship programs at Doolittle, Rafael Rivera, Stupak, West, Gibson, and Brinley Community Centers and the Youth Initiatives Program

Programs: Community Development Block Grant, Fiscal Year 2004/2005

Program Budget

Description	Amount Authorized
Doolittle - Youth Scholarships	$17,500.00
Rafael Rivera – Youth Scholarships	$17,500.00
Stupak – Youth Scholarships	$12,500.00
West – Youth Scholarships	$12,500.00
Brinley Community Center – Youth Scholarships	$12,500.00
Gibson Satellite Center – Youth Scholarships	$12,500.00
Youth Initiatives Program	$9,645.00
TOTAL AMOUNT	$94,645.00

EXHIBIT "B"
Youth Program Objectives
Scope of Services

Principal Tasks

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Leisure Services and kept in the client's file.

As part of the youth services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

Maintain program and financial records documenting the eligibility, attendance, provision of services, and expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

Tasks to be Performed:

Doolittle Youth Scholarship Program – Approximately 150 CDBG funded scholarship participants will be introduced to a different social environment, be provided access to non-traditional sports, such as wrestling and soccer, be offered photography and computer classes, and be provided the opportunity to participate in tournament and competitive teams in soccer, wrestling and basketball.

Rafael Rivera – Approximately 150 CDBG funded scholarship participants will attend the track break program, and summer camp. They will participate in anti-gang activities, educational opportunities through educational field trips in Clark County, and LEISURE SERVICES activities.

Brinley – Approximately 100 children will participate in programs offered at the center. Teen Scene which is an after school program designed to provide activities for youth along with problem solving skills to help them with there day to day problems that they may encounter growing up. Pre-Kindergarten, a nine month program designed to prepare a child mentally and emotionally for kindergarten.

Gibson – Approximately 100 children will attend after school activities. They will participate in anti-gang activities, educational opportunities through classes and LEISURE SERVICES activities.

Stupak – Approximately 100 CDBG funded scholarship participants will be involved in team activities and fitness programs, utilize the computer lab, and participate in community service projects and educational field trips in Clark County.

West – Approximately 100 CDBG funded scholarship participants will be involved in various activities, such as golf, football, music, gymnastic and after school tutoring. Participants will also be provided instruction on cultural sensitivity and tolerance.

Youth Initiatives – Approximately 50 children will participate in programs designed to promote self-awareness, anti gang activities and recreation programs.

Level of Service to be Provided:

This program will benefit approximately 750 youths in Ward 3 and Ward 5, Census Tracts 3.01, 3.02, 11, 35, 5.03 and 5.04.

Measurable Goals for Grant Period

750 scholarships to youths from low and moderate-income families.

EXHIBIT "C"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

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

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

EXHIBIT "D"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $11,850	☐ less than $19,800	☐ less than $31,650
☐ 2 people	☐ less than $13,550	☐ less than $22,600	☐ less than $36,150
☐ 3 people	☐ less than $15,250	☐ less than $25,450	☐ less than $40,700
☐ 4 people	☐ less than $16,950	☐ less than $28,250	☐ less than $45,200
☐ 5 people	☐ less than $18,300	☐ less than $30,500	☐ less than $48,800
☐ 6 people	☐ less than $19,650	☐ less than $32,750	☐ less than $52,450
☐ 7 people	☐ less than $21,000	☐ less than $35,050	☐ less than $56,050
☐ 8 people	☐ less than $22,350	☐ less than $37,300	☐ less than $59,650

[1] Based on HUD median incomes as of April 2004.

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

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

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

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

CLIENT CERTIFICATION OF HOUSEHOLDCOMPOSITION AND INCOME
Page 2

INCOME INFORMATION
Items needed (copies):

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

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

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

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

Signature of Head of Household ______________________ Date ______________

Signature of Spouse ______________________ Date ______________

Address including zip code ______________________ Phone # ______________

Agency Representative ______________________ Date ______________

Verified by: ______________________ Date ______________

Income verification* and type ______________________ Date ______________

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

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: Doolittle Community Center	Phone:
Project: Youth Scholarships	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$17,500.00			
Direct Client Services				
TOTAL	$17,500.00			

Signature Date

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: Rafael Rivera Community Center	Phone:
Project: Youth Scholarships	FAX:
Contact Person: Elias Samorano/Tanya Tyler	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$17,500.00			
Direct Client Services				
TOTAL	$17,500.00			

Signature Date

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: Stupak Community Center	Phone:
Project: Youth Scholarships	FAX:
Contact Person: Autumn Davis	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$12,500.00			
Direct Client Services				
TOTAL	$12,500.00			

Signature Date

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: West Community Center	Phone:
Project: Youth Scholarships	FAX:
Contact Person:	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$12,500.00			
Direct Client Services				
TOTAL	$12,500.00			

Signature Date

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: Gibson Satellite Center	Phone:
Project: Youth Scholarships	FAX:
Contact Person:	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$12,500.00			
Direct Client Services				
TOTAL	$12,500.00			

Signature Date

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: Brinley Community Center	Phone:
Project: Youth Scholarships	FAX:
Contact Person:	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$12,500.00			
Direct Client Services				
TOTAL	$12,500.00			

Signature Date

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: Leisure Services	Phone:
Project: Youth Initiatives Program	FAX:
Contact Person:	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$9,645.00			
Direct Client Services				
TOTAL	$9,645.00			

Signature Date

EXHIBIT "F"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ______________________________
Represents Month ______________________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total*	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
Asian/Pacific Islander				
TOTAL ALL CATEGORIES				
Female				
Male				
Female Head of Household				

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

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

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

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two you referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

MEMORANDUM OF UNDERSTANDING

THIS Memorandum Of Understanding, made and entered into this 1st day of July 2004, by and between Neighborhood Services Department and the City of Las Vegas Department of Leisure Services, Cultural Division, for

<u>YOUTH SCHOLARSHIP PROGRAMS – CULTURAL DIVISION</u>

WITNESSETH:

WHEREAS, the City Council of Las Vegas (hereinafter "CITY"), through its Community Development Block Grant Program (hereinafter "CDBG"), desires to make grants to governmental sub-entities, to be utilized for the selected purpose, as expressly indicated during the City Council session of March 17, 2004.

WHEREAS, the United States Department of Housing and Urban Development, (hereinafter "HUD"), pursuant to 24 CFR Part 570 et. seq., and specifically to 24 CFR Part 570.503, requires the City as CDBG Program Recipient to sign a written agreement with the Subrecipient which shall remain in effect for the time period during which the Subrecipient has control of CDBG funds, including Program Income; and

WHEREAS, the City of Las Vegas, by and through its Neighborhood Services Department, (hereinafter "NEIGHBORHOOD SERVICES"), is the local grant administrator for the Fiscal year 2004/2005 HUD Entitlement Grant, and the City has allocated funds to the City of Las Vegas Department of Leisure Services, Cultural Division, (hereinafter "CULTURAL") for Cultural Programs Youth Scholarships; and

WHEREAS, the parties desire to record their agreement by means of this Memorandum of Understanding ("MOU").

NOW, THEREFORE, in accordance with 24 CFR Part 570 et. seq. and all relevant federal related regulations, the NEIGHBORHOOD SERVICES CDBG Public Service Program Manual and in consideration herein, the parties hereby agree as follows:

1. The City shall provide to Leisure Services a maximum of **$34,100.00** from the City's CDBG funds allocated for the Federal Fiscal Year 2004/2005 for Cultural Programs Youth Scholarships as more specifically described in the Scope of Services, Exhibit "B" and in accordance to the "Program Budget" identified as Exhibit "A" which is attached hereto and by reference made a part hereof.

2. It is specifically understood and agreed by CULTURAL and NEIGHBORHOOD SERVICES that the activities to be performed under the Scope of Services in this MOU shall achieve the following national objectives of the CDBG Programs:

a. *To benefit persons from low- and moderate-income households,*

CULTURAL must demonstrate that it is meeting this requirement by following the Client Income Eligibility Criteria, as set forth in Exhibit "C" attached hereto and by reference is made a part hereof, and by ensuring that all clients served with CDBG funds have been deemed income eligible. This may be accomplished by utilizing Exhibit "D", Client Certification Of Household Composition And Income. All clients must have their low or moderate-income status verified by CULTURAL in order to participate in the Programs.

3. CULTURAL will be required to collect for and provide to NEIGHBORHOOD SERVICES, program accomplishments and usage records beginning July 1st of the fiscal year or the date first written above, until June 30th of the fiscal year unless this Agreement is modified at the express consent of NEIGHBORHOOD SERVICES and CULTURAL.

CULTURAL shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "D", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to CULTURAL for grant-eligible Program expense. Said report shall contain, but not be limited to, the following data:

a. Total unduplicated (new) clients served including: ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "C" for current HUD Section 8 income guidelines), in addition to number of female heads-of-households served.
b. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
c. Statement of Program year goals cited in CULTURAL application and measurable accomplishments toward achieving said goals through reporting date of said Report.

Said Report shall be forwarded to NEIGHBORHOOD SERVICES, no later than the 7th of the month following the reporting period. The forms may be e-mailed. NEIGHBORHOOD SERVICES will monitor the performance of CULTURAL against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this MOU.

4. CULTURAL agrees to utilize CDBG funds for scholarships for youths attending the Cultural programs according to the Program's "Scope Of Services" identified as Exhibit "B" which is attached hereto and by reference is made a part hereof.

5. CULTURAL will provide NEIGHBORHOOD SERVICES with data of all expenses encumbered against CDBG funds for the 2004/2005 Federal fiscal year, and reported on the forms provided as EXHIBIT "E". CULTURAL understands and agrees that Program Income, as defined in 24 CFR Part 570.500, shall be recorded separately and returned to NEIGHBORHOOD SERVICES for disposition. Upon approval by NEIGHBORHOOD SERVICES, income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the NEIGHBORHOOD SERVICES Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations, specifically 24 CFR Part 570.504.

6. CULTURAL expressly agrees and understands that CULTURAL will comply with all uniform administrative requirements of the CDBG Program as set forth in 24 CFR Part 570.504(c), including but not limited to, the cost principles and audit requirements established by OMB Circulars A-87 and A-128, respectively.

7. Pursuant to 24 CFR Part 570.503, CULTURAL must transfer to NEIGHBORHOOD SERVICES upon expiration of the term of this MOU any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this MOU. In addition, any real property, which shall be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment, either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to 24 CFR Part 570.208 until five (5) years after CULTURAL is no longer considered by HUD to be a part of the City of Las Vegas, a

metropolitan city, or for such longer period of time as deemed appropriate by NEIGHBORHOOD SERVICES. If not used as such, CULTURAL must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

8. CULTURAL shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that CULTURAL will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

9. It is specifically understood and agreed by CULTURAL that NEIGHBORHOOD SERVICES shall not be obligated to pay any monies to CULTURAL hereunder and hereinafter in the event that such CDBG funds for any reason are terminated or withheld from the City or are otherwise not forthcoming, and in such event, NEIGHBORHOOD SERVICES may terminate this MOU. Furthermore, NEIGHBORHOOD SERVICES shall be liable only for payment proportional to the extent that CDBG grant award funds are received by the City of Las Vegas. CULTURAL also understands and agrees in accordance with 24 CFR Part 85.43 that NEIGHBORHOOD SERVICES may suspend or terminate this MOU if CULTURAL as Subrecipient materially fails to comply with any term as stated herein, and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44. If the MOU is terminated, CULTURAL shall be reimbursed for eligible costs incurred up to and including the effective termination date.

DURATION/TERMINATION

10. This MOU provides for CDBG funding of the CULTURAL Programs rendered in accordance with this MOU from July 1, 2004, or the date first written above, through June 30, 2005. It is specifically understood that expenses incurred after July 1, 2004, but prior to execution of this MOU may be reimbursed upon approval of NEIGHBORHOOD SERVICES and contingent upon CULTURAL conformance with 24 CFR 570.200(h)(1)((i-vi).

TIMEFRAME FOR UNEXPENDED FUNDS/REPROGRAMMING

11. In the event NEIGHBORHOOD SERVICES determines the total amount of funds allocated for this MOU will not be expended in the time and manner prescribed in this MOU, NEIGHBORHOOD SERVICES reserves the right to that portion of the unexpended funds to transfer to other projects/programs operating under this Memorandum of Understanding. Neighborhood Services requires the following: fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the program year, and completed Request for Funds (EXHIBIT "E") and monthly client reporting forms (Exhibit "F") for the first six months of the program year must be received by January 30th of the program year, as well as 75% spent by March 31st of the program year, and corresponding forms received by April 15th of the program year, or the balance of the grant will be subject to re-programming to other eligible CDBG programs at the discretion of the NEIGHBORHOOD SERVICES Director or designee. The underreporting site, as well as the Director of Leisure Services, Cultural Division will receive a ten (10) day written notice to respond before any re-programming of funds takes place.

AMENDMENT

12. This Memorandum Of Understanding constitutes the entire understanding of the parties concerning the subject matter hereof, and no prior agreement between the parties except as contained herein. This Memorandum Of Understanding may be amended solely by means of amendment signed by both parties.

.
..
...

SIGNATORIES

In accordance with the regulations established in HUD Entitlement Grant Regulations, 24 Code of Federal Regulations (CFR) Part 570 et. seq., the Mayor, and the Director of LEISURE ACTIVITIES are authorized to sign documents on behalf of the administrative sub-entities.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Leisure Services Department

Dr. Barbara Jackson, Director

Attest:

Barbara Jo Ronemus, City Clerk

COUNCIL ACTION: MARCH 17, 2004

APPROVED AS TO FORM: 5/3/05

EXHIBIT "A"

PROGRAM BUDGET

Organization: City of Las Vegas, Department of Leisure Services, Cultural Division

Project: Youth Scholarship programs – Artreach/New Directions, West Las Vegas Arts Center and Reed Whipple.

Programs: Community Development Block Grant, Fiscal Year 2004-2005

Program Budget

Description	Amount Authorized
Artreach/New Directions	$7,500.00
Reed Whipple – Summer Camp Program	$13,300.00
West LV Arts Center – Summer Camp Program	$13,300.00
TOTAL AMOUNT	$34,100.00

EXHIBIT "B"
Youth Program Objectives

Scope of Services

<u>Principal Tasks</u>

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th. With funding from the City of Las Vegas CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Changes in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

The major tasks, which the Subrecipient will perform in connection with the provision of the eligible educational/vocational services, include, but are not limited to, the following:

Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

<u>Purpose of Services:</u>
To provide positive programs for youths through scholarships in LEISURE SERVICES Cultural Division Programs for 150 youths to participate in Reed Whipple's ArtReach at-risk programs, and 45 youths in the cultural arts program at Rafael Rivera and Stupak.

<u>Tasks to be Performed:</u>
Reed Whipple Cultural Arts Center – Approximately 150 CDBG funded scholarship participants will be attending the ArtReach program for at-risk youths. These youths will be recommended by their caseworkers at Clark County Family and Youth Services.

Cultural Arts at Rafael Rivera and Stupak, sponsored by Reed Whipple Cultural Arts Center - Approximately 50 CDBG funded scholarship participants will be involved in various YouthARTs programs.

<u>Level of Service to be Provided:</u>
This program will benefit approximately 350 youths in Ward 3 and Ward 5, Census Tracts 3.01, 3.02, 11, 35, 5.03 and 5.04.

<u>Measurable Goals for Grant Period</u>
350 scholarships to youths from low and moderate-income families.

EXHIBIT "C"
CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$11,850 or less	$19,800	$31,650
2	$13,550 or less	$22,600	$36,150
3	$15,250 or less	$25,450	$40,700
4	$16,950 or less	$28,250	$45,200
5	$18,300 or less	$30,500	$48,800
6	$19,650 or less	$32,750	$52,450
7	$21,000 or less	$35,050	$56,050
8	$22,350 or less	$37,300	$59,650

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective April 2004.

EXHIBIT D
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $11,850	☐ less than $19,800	☐ less than $31,650
☐ 2 people	☐ less than $13,550	☐ less than $22,600	☐ less than $36,150
☐ 3 people	☐ less than $15,250	☐ less than $25,450	☐ less than $40,700
☐ 4 people	☐ less than $16,950	☐ less than $28,250	☐ less than $45,200
☐ 5 people	☐ less than $18,300	☐ less than $30,500	☐ less than $48,800
☐ 6 people	☐ less than $19,650	☐ less than $32,750	☐ less than $52,450
☐ 7 people	☐ less than $21,000	☐ less than $35,050	☐ less than $56,050
☐ 8 people	☐ less than $22,350	☐ less than $37,300	☐ less than $59,650

[1] Based on HUD median incomes as of April 2004.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

CLIENT CERTIFICATION OF HOUSEHOLDCOMPOSITION AND INCOME
Page 2

INCOME INFORMATION
Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* Other income documentation (child support, alimony, welfare, etc)
* A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION
I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

____________________________ ____________
Signature of Head of Household — Date

____________________________ ____________
Signature of Spouse — Date

____________________________ ____________
Address including zip code — Phone #

____________________________ ____________
Agency Representative — Date

Verified by: ____________________ Date ________

Income verification* and type ________________ Date ________

*ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: West Las Vegas Arts Center	Phone:
Project: Arts Camp for Kids	FAX:
Contact Person: Marcia Robinson	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$13,300.00			
Direct Client Services				
TOTAL	$13,300.00			

Signature Date

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: Reed Whipple Cultural Arts Center	Phone:
Project: ArtReach Scholarships	FAX:
Contact Person: Patricia L Harris	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$13,300.00			
Direct Client Services				
TOTAL	$13,300.00			

Signature Date

EXHIBIT "E"

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 Community Development Block Grant (CDBG) 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: Reed Whipple Cultural Arts Center	Phone:
Project: Cultural Arts Program at Rafael Rivera and Stupak	FAX:
Contact Person: Patricia L. Harris	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	$7,500.00			
Direct Client Services				
TOTAL	$7,500.00			

Signature Date

EXHIBIT "F"

MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: ____________________
Represents Month ____________________

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total*	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
Asian/Pacific Islander				
TOTAL ALL CATEGORIES				
Female				
Male				
Female Head of Household				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total
			Monthly Total
			Year to Date Total

Page 2
Monthly Status Report

Activities/Objectives	This Month	Year To Date	Goal

AUGUST 2004 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

- Distributed 2,000 program flyers to North, South and Central High
- Sponsored and Open House on August 15th to attract youth
- 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two you referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting