

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Jude 22

THIS AGREEMENT, made and entered into this 1st day of July 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Jude 22**, 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, 320 S. 9th Las Vegas, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Senior Nutrition Center** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$20,281** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

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

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

CITY OF LAS VEGAS

Jude 22

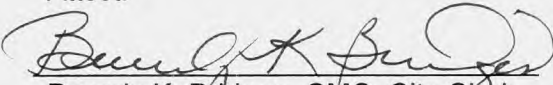


Oscar B. Goodman, Mayor



Hattie Soil, Operations Director

Attest:



Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

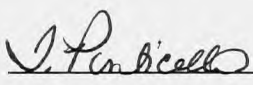
 6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide food and sundries to low income seniors.

Tasks to be Performed:

Provide low income seniors with emergency food for pantry.

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

Assist at least 2000 seniors with food, liquid supplements and sundries.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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, Program 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 2007/2008 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: Jude 22	Phone: 2291142
Project: Senior Nutrition Center	FAX: 2291143
Contact Person: Hattie Soil	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	\$20,281			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	\$20,281			

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: Agency/Project: Jude 22 Senior Nutrition Center
 Represents Month

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - 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.

<u>INCOME NOT TO EXCEED</u>			
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,9500
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION**

Items needed (copies):

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Latin Chamber of Commerce**

THIS AGREEMENT, made and entered into this 1st day of July 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Latin Chamber of Commerce**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 300 N. 13th Las Vegas, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Arturo Cambiero Senior Center** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$10,000** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

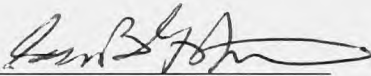
D. NOTIFICATION OF AGENCY CHANGES

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

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

CITY OF LAS VEGAS

Latin Chamber of Commerce

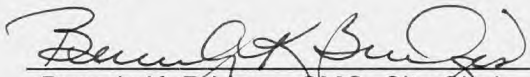


Oscar B. Goodman, Mayor



Otto Merida, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

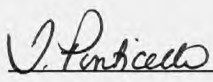
 10/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide low income seniors with services.

Tasks to be Performed:

Provide low income seniors bi-lingual services, lunch, and activities.

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

Provide bi-lingual services and lunch to at least 53 low income seniors.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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, Program 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 2007/2008 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: Latin Chamber of Commerce	Phone: 3843746
Project: Arturo Cambiero Senior Center	FAX: 3852614
Contact Person: Otto Merida	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	\$10,000			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	\$10,000			

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: Agency/Project: Latin Chamber of Commerce Arturo Cambiero
Senior Center

Represents Month _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - 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	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,9500
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 March 20, 2007.

EXHIBIT "E"

CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION***Items needed (copies):*

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

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

YES	NO	Does <u>any</u> 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, check stubs, etc.

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 2007, 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, 741 Veterans Memorial Drive Las Vegas, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Emergency Food and Services Program** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$30,000** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

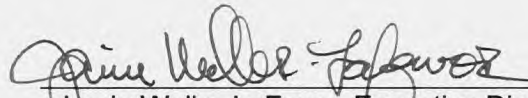
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

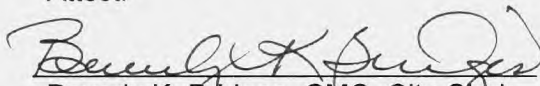
CITY OF LAS VEGAS

Lutheran Social Services


Oscar B. Goodman, Mayor


Jamie Weller-LaFavor, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

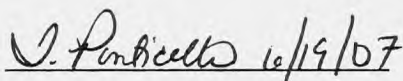
 10/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide case-management, food and sundries to low income clients.

Tasks to be Performed:

Provides food, clothing, baby formula, baby food, diapers, layettes, blankets and hygiene kits in addition to work cards, case management, information and referrals.

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

At least half the 9,486 proposed clients who receive case management will achieve self sufficiency, clients will also receive meals, information and referrals.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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, Program 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 2007/2008 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: Lutheran Social Services	Phone: 6391730
Project: Emergency Food and Services Program	FAX: 6391736
Contact Person: Jamie Weller-LaFavor	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	\$30,000			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	\$30,000			

_____ Signature	_____ Date
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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: Agency/Project: Lutheran Social Services Emergency Food and
Services Program

Represents Month _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - 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	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,9500
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION***Items needed (copies):*

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

BETWEEN THE CITY OF LAS VEGAS AND
REBUILDING TOGETHER OF SOUTHERN NEVADA
FORMERLY REBUILDING TOGETHER WITH CHRISTMAS IN APRIL

THIS FIRST AMENDMENT is made and entered into this 8th day of MARCH, 2008, by and between City of Las Vegas (hereinafter the "City"), acting on behalf of the Neighborhood Services Department, Neighborhood Development Division, and Rebuilding Together of Southern Nevada, formerly known as Rebuilding Together With Christmas in April, (hereinafter the "SUBRECIPIENT").

WITNESSETH

WHEREAS the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG", program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

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

WHEREAS, the CITY and SUBRECIPIENT have entered into the Community Development Block Grant Agreement (the "Agreement") dated July 1, 2007 which provides CDBG funds for the program more fully described therein which is administered by the SUBRECIPIENT; and

WHEREAS, the parties hereto desire to amend the Agreement to extend the period of performance beyond the termination date as set forth therein.

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

1. Section 1B, Time of Performance, of the Agreement is hereby amended to extend the termination date for performance from June 30, 2007 to and including September 15, 2008.

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...
...
...
...
...

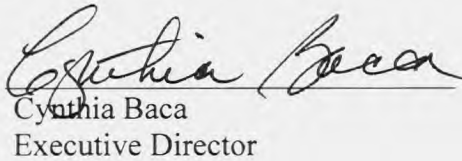
2. Except as herein above set forth, all other provisions of the Agreement which are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT to be executed by their duly authorized representations the day and year first above written.

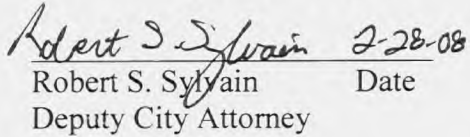
CITY OF LAS VEGAS


Douglas Selby
City Manager

REBUILDING TOGETHER OF
SOUTHERN NEVADA


Cynthia Baca
Executive Director

APPROVED AS TO FORM:

 2-28-08
Robert S. Sylvain Date
Deputy City Attorney

Attest: By 
BEVERLY K. BRIDGES, CMC, City Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Rebuilding Together Christmas in April

THIS AGREEMENT, made and entered into this 1st day of July 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Rebuilding Together Christmas in April**, 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, 611 S. 9th St. Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Housing Rehab** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$10,000** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

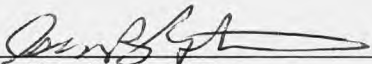
D. NOTIFICATION OF AGENCY CHANGES

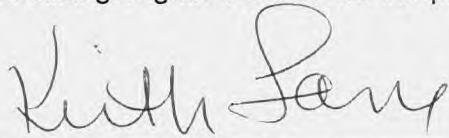
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

CITY OF LAS VEGAS

Rebuilding Together Christmas in April


Oscar B. Goodman, Mayor


Keith Lane, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

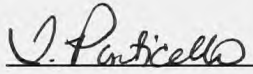
 4/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Rehabilitation and Façade Improvements for low income City of Las Vegas residents.

Tasks to be Performed:

Repair and rehabilitate the homes of low-income seniors, the disabled, and families with children. Project will provide for rehabilitation of at least 18 homes within the City of Las Vegas.

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

Provide outreach and rehab services to low income citizens in the City of Las Vegas.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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, Program 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 2007/2008 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: Rebuilding Together Christmas in April	Phone: 2594900
Project: Housing Rehab	FAX: 2598600
Contact Person: Keith Lane	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	\$10,000			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	\$10,000			

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: Agency/Project: Rebuilding Together Christmas in April Housing Rehab

Represents Month _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - 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.

<u>INCOME NOT TO EXCEED</u>			
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 means 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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION**

Items needed (copies):

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

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 2007, 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, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Academic & Athletics Connection (AAC)** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$10,000** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

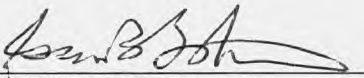
D. NOTIFICATION OF AGENCY CHANGES

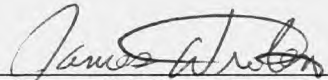
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

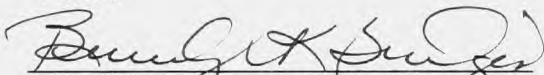
CITY OF LAS VEGAS

Academics Athletics Connection/LV Stars Inc.


Oscar B. Goodman, Mayor


James Wroten, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

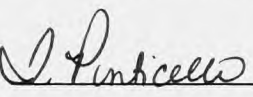
 6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide youth with life skills and athletic opportunities.

Tasks to be Performed:

Structured year round educational athletic program for 100 youth. Participating youth will play sports, receive tutoring, and attend life skills presentations. At least 50 City of Las Vegas 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.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

**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 2007/2008 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: 6482656
Project: Academic & Athletics Connection (AAC)	FAX: 6461102
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	\$10,000			
Machinery & Equipment				
TOTAL	\$10,000			

Signature

Date

Clients Served & Program Goals Met This Month

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

RE: Agency/Project: Academics Athletics Connection/LV Stars Inc.
Academic & Athletics Connection (AAC)

Represents Month

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - PROGRAM ACCOMPLISHMENTS *(Sample)*

- | | |
|-------------|--|
| Activity 1. | <p>Youth Enrollment</p> <ul style="list-style-type: none"> • 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. | <p>Mentor Recruitment</p> <ul style="list-style-type: none"> • 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. | <p>Case Management</p> <ul style="list-style-type: none"> • 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. | <p>Tutoring Services</p> <ul style="list-style-type: none"> • 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. | <p>Peer Support Meetings</p> <ul style="list-style-type: none"> • 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	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 means 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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.		HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.	
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION***Items needed (copies):*

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

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 2007, 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, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Trial By Peers** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$12,500** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

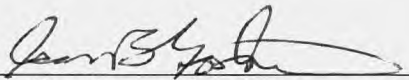
D. NOTIFICATION OF AGENCY CHANGES

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

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

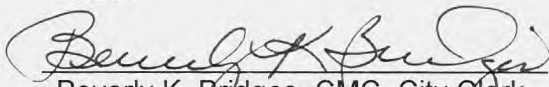
CITY OF LAS VEGAS

Clark County Bar Association


Oscar B. Goodman, Mayor


Eric Mann, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

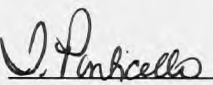
 10/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

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 75 youth, 15 of which will become peer counselors.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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 FY 2002 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 2007/2008 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	\$12,500			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	\$12,500			

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: Agency/Project: Clark County Bar Association Trial By Peers
Represents Month

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - 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	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,9500
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.		HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.	
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION**

Items needed (copies):

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Girl Scouts of Frontier Council

THIS AGREEMENT, made and entered into this 1st day of July 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Girl Scouts of Frontier Council**, 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, 2941 Harris Las Vegas, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Achieving the Skills for Life** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$10,000** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

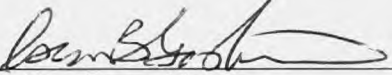
D. NOTIFICATION OF AGENCY CHANGES

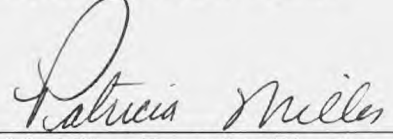
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

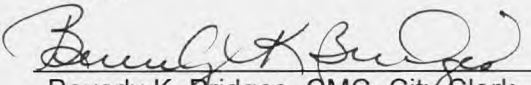
CITY OF LAS VEGAS

Girl Scouts of Frontier Council


Oscar B. Goodman, Mayor


Patricia Miller, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

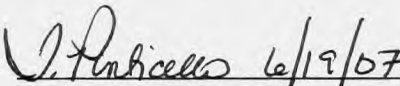
 6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide Girl Scouting opportunities to low and very low income girls and teens.

Tasks to be Performed:

Provide Girl Scout program to girls ages 5-17 in at-risk communities to build self esteem.

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

Provide scouting opportunities to at least 2,500 low income children.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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 FY 2002 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 2007/2008 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: Girl Scouts of Frontier Council	Phone: 3853677
Project: Achieving the Skills for Life	FAX: 3859278
Contact Person: Patricia Miller	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	\$10,000			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	\$10,000			

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: Agency/Project: Girl Scouts of Frontier Council Achieving the Skills
for Life

Represents Month _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - 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.

<u>INCOME NOT TO EXCEED</u>			
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 means 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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.		HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.	
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Las Vegas Art Museum

THIS AGREEMENT, made and entered into this 1st day of July 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Las Vegas Art 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, 9600 W. Sahara Las Vegas, NV 89117.

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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **LVAM School Tour Program** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$10,000** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

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

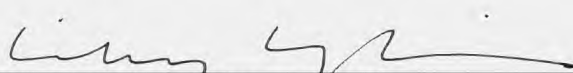
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Las Vegas Art Museum

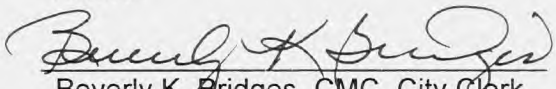


Oscar B. Goodman, Mayor



Libby Lumpkin, Executive Director

Attest:



Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:  6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide art field trips to at risk youth.

Tasks to be Performed:

Provide at risk 4th grade students the opportunity to participate in an art exhibit field trip.

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

Provide at least 3,400 low income children with field trips to the art museum.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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 FY 2002 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 2007/2008 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 Art Museum	Phone: 3608000
Project: LVAM School Tour Program	FAX: 3608080
Contact Person: Libby Lumpkin	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	\$10,000			
Machinery & Equipment				
TOTAL	\$10,000			

Signature

Date

Clients Served & Program Goals Met This Month

Activities/Objectives	This Month	Year To Date	Goal
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AUGUST 2007 - 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 youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

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

Activity 4. Tutoring Services

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

Activity 5. Peer Support Meetings

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

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	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,9500
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION**

Items needed (copies):

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

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 2007, 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, P.O. Box 335846 N. Las Vegas, NV 89033.

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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Youth Track Club** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$10,000** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

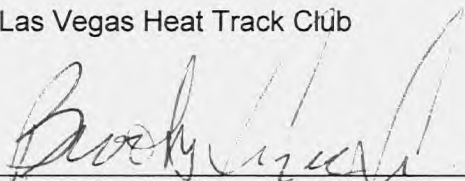
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

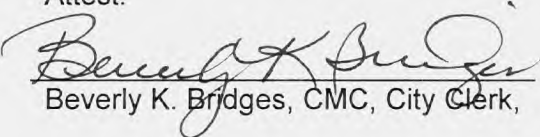
CITY OF LAS VEGAS

Las Vegas Heat Track Club


Oscar B. Goodman, Mayor


Brooks Lewis, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

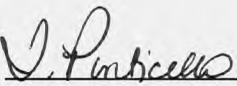
 6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide life skills and track and field opportunities to low income children ages 6-18.

Tasks to be Performed:

Provide 65 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 65 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.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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 FY 2002 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 2007/2008 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: 6498586
Contact Person: Brooks Lewis	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	\$10,000			
Machinery & Equipment				
TOTAL	\$10,000			

Signature

Date

Clients Served & Program Goals Met This Month

Las Vegas, NV 89101

Represents Month

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - 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	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 means 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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.		HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.	
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"

Page 2

INCOME INFORMATION

Items needed (copies):

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date

Income verification* and type _____

Date

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

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 2007, 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, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Explore!** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$12,818** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

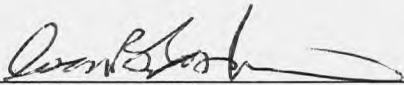
D. NOTIFICATION OF AGENCY CHANGES

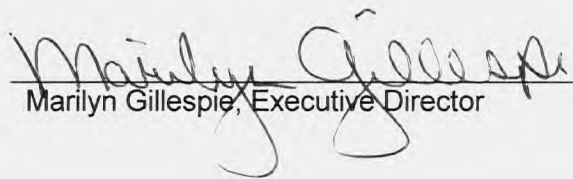
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

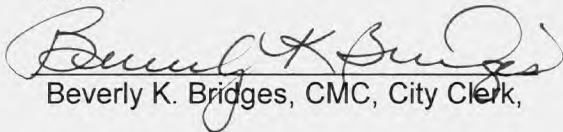
CITY OF LAS VEGAS

Las Vegas Natural History Museum


Oscar B. Goodman, Mayor


Marilyn Gillespie, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

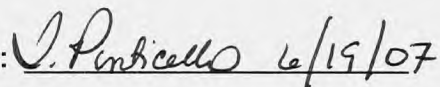
APPROVED AS TO FORM:  6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

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:

4,340 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.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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 FY 2002 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 2007/2008 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				
Food (client)				
Employment Training				
Direct Client Services	\$12,818			
Machinery & Equipment				
TOTAL	\$12,818			

Signature

Date

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

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

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
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AUGUST 2007 - 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.

<u>INCOME NOT TO EXCEED</u>			
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 means 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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.		HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.	
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION***Items needed (copies):*

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

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 2007, 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, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Youthworks** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$10,848** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

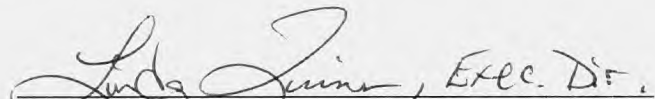
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

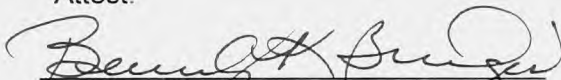
CITY OF LAS VEGAS

Lied Discovery Children's Museum


Oscar B. Goodman, Mayor


Linda Quinn, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

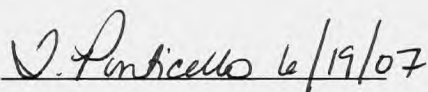
 6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

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:

At least 62 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.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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 FY 2002 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 2007/2008 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: Linda Quinn	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	\$10,848			
Machinery & Equipment				
TOTAL	\$10,848			

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: Agency/Project: Lied Discovery Children's Museum Youthworks
Represents Month: _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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
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AUGUST 2007 - 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.

<u>INCOME NOT TO EXCEED</u>			
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 means 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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION***Items needed (copies):*

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Southern NV Public Television Friends of Channel 10

THIS AGREEMENT, made and entered into this 1st day of July 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Southern NV Public Television Friends of Channel 10**, 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, 4210 Channel 10 Drive Las Vegas, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Literacy Outreach in Las Vegas** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$12,500** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

**PURSUANT TO NRS 41.031 ET SEQ*

D. 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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

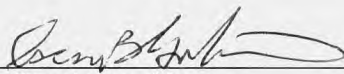
D. NOTIFICATION OF AGENCY CHANGES

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

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

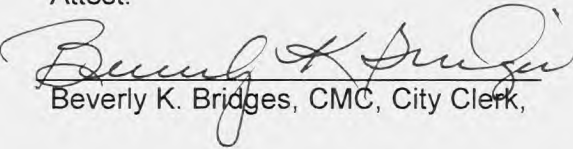
CITY OF LAS VEGAS

Southern NV Public Television Friends of
Channel 10


Oscar B. Goodman, Mayor


Lee Solanche, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

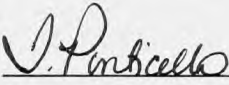
 6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide at risk low income families who reside in the City of Las Vegas with literacy program.

Tasks to be Performed:

Provide low income families with books for literacy program.

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

Provide books and outreach to 2,000 low income children and their families.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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~~ ^{Quarterly} Status Report ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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 FY 2002 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.

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 2007, 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, NV 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

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Youth and Family Literacy Program** that provides activities eligible under the Community Development Block Grant Program as specified in Scope of Service attached as Exhibit "A" Scope of Service Description and incorporated herein. (The Scope of Services may hereinafter be 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 **\$10,000** 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.

SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, 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 this fiscal year. 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, a copy of which the SUBRECIPIENT acknowledges possession. 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. 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.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. 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 ten 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 Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT'S operation hereunder. 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 SUBRECIPIENT'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.

F. INSURANCE

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

- (i) Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the CITY from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the SUBRECIPIENT's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The SUBRECIPIENT shall maintain coverage for the duration of this Agreement. The SUBRECIPIENT shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the SUBRECIPIENT and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the SUBRECIPIENT fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the SUBRECIPIENT.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. 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.

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, 570.504

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.

DISPOSITION OF PROGRAM INCOME

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 by 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. GENERAL--24 CFR 570.600

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

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

3. SECTION 109 OF THE 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. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

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

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

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

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

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

9. LEAD-BASED PAINT 24 CFR 570.608

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.502, 570.610

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENTS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to 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.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

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

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. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the CITY will be in accordance with the Project budget 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.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures only. 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.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by NEIGHBORHOOD SERVICES, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "B") and Monthly Client Reporting Forms (EXHIBIT "C") for the first six months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the NEIGHBORHOOD SERVICES Director or designee. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward and are forfeited.

H. ACCOUNTING METHODS

Expenditures charged to CITY CDBG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 84.62. 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.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

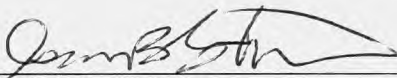
D. NOTIFICATION OF AGENCY CHANGES

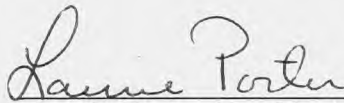
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

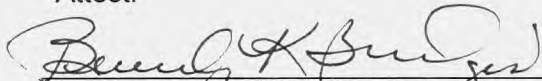
CITY OF LAS VEGAS

Spread the Word Nevada Kids to Kids


Oscar B. Goodman, Mayor


Laurie Porter, President

Attest:


Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

 6/19/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

1. *Scope of Services to be provided.*

Purpose of Services:

Provide new and gently used books to low income and at risk students and families.

Tasks to be Performed:

Literacy program for youth and families. Books will be provided at school sites along with tote bags to encourage families to read together.

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

At least 225 children from at risk City of Las Vegas Elementary schools will receive free books and tote bags.

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:*

All clients served, must be verified as low or moderate income, City of Las Vegas residents.

None

B. 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 the 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 ("Report"), Exhibit "C" of the Agreement, 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" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households 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. Please contact the Neighborhood Programs Officer assigned to your project for email address. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct 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) agreement suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

**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 FY 2002 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 2007/2008 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: 5643617
Contact Person: Laurie Porter	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	\$10,000			
Machinery & Equipment				
TOTAL	\$10,000			

Signature

Date

Clients Served & Program Goals Met This Month

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

RE: Agency/Project: Spread the Word Nevada Kids to Kids Youth and Family Literacy Program

Represents Month

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
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 2007 - 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.

<u>INCOME NOT TO EXCEED</u>			
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

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 means 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 March 20, 2007.

EXHIBIT "E" **CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

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

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,650	☐ less than \$21,050	☐ less than \$33,650
☐ 2 people	☐ less than \$14,450	☐ less than \$24,050	☐ less than \$38,500
☐ 3 people	☐ less than \$16,250	☐ less than \$27,050	☐ less than \$43,300
☐ 4 people	☐ less than \$18,050	☐ less than \$30,050	☐ less than \$48,100
☐ 5 people	☐ less than \$19,500	☐ less than \$32,450	☐ less than \$51,950
☐ 6 people	☐ less than \$20,950	☐ less than \$34,850	☐ less than \$55,800
☐ 7 people	☐ less than \$22,400	☐ less than \$37,250	☐ less than \$59,650
☐ 8 people	☐ less than \$23,850	☐ less than \$39,650	☐ less than \$63,500

¹ Based on HUD median incomes as of March 20, 2007.

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

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

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

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

EXHIBIT "E"**Page 2****INCOME INFORMATION***Items needed (copies):*

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

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

YES NO Does any member of your household:

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

APPLICANT CERTIFICATION

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

Signature of Head of Household

Date

Signature of Spouse

Date

Address including zip code

Phone #

Agency Representative

Date

Verified by: _____

Date _____

Income verification* and type _____

Date _____

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

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding, made and entered into this 1st day of July 2007, by and between the City of Las Vegas Neighborhood Services Department 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, 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 years 2007/2010 HUD Entitlement Grant, and the City has allocated funds to the City of Las Vegas Department of Leisure Services, (hereinafter "LEISURE SERVICES" or "SUBRECIPIENT") 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 an annual set aside amount, to be annually approved by the City's CDBG funds which annual amounts shall be allocated for each of the following respective Federal Fiscal Years: FY2007/2008, FY 2008/2009, FY 2009/2010 for Youth Scholarship Programs, as more specifically described in the Scope of Services, EXHIBIT "A" and in accordance with the "Program Budget" identified as EXHIBIT "B". The annual allocation of CDBG funds shall be approved by the City Council on an annual basis and the amount of the allocation shall be documented in the "Program Budget" identified as EXHIBIT "B", the form of which is attached hereto and by reference made a part hereof. Upon approval of each fiscal year's annual allocation of CDBG funds, the Program Budget shall be completed, attached and incorporated as a part of this MOU.

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 "E" 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 "F", 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. LEISURE will be required to collect for and provide to NEIGHBORHOOD SERVICES, program accomplishments and usage records beginning July 1st of the applicable fiscal year until June 30th of the applicable fiscal year unless this MOU is modified at the express consent of NEIGHBORHOOD SERVICES and LEISURE.

LEISURE shall submit, no later than the 7th of the month, the Monthly Status Report, Exhibit "D" (the "Report"), 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 LEISURE 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 "E" 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 LEISURE 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 to NEIGHBORHOOD SERVICES at the address provided by the staff of NEIGHBORHOOD SERVICES. NEIGHBORHOOD SERVICES will monitor the performance of LEISURE 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 "A" which is attached hereto and by reference is made a part hereof.

5. NEIGHBORHOOD SERVICES shall reimburse valid invoices for approved Program budget expenditures only. Before paying such expenses, NEIGHBORHOOD SERVICES will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this MOU. NEIGHBORHOOD SERVICES reserves the right to refuse reimbursement for expenses, which are CDBG-ineligible or which are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement. CULTURAL will provide NEIGHBORHOOD SERVICES with data of all expenses encumbered against CDBG funds for each Federal Fiscal Year, and reported on the Request for Funds form provided as EXHIBIT "C". Requests for Funds should be submitted no later than the 7th of the month following the reporting period.

6. LEISURE SERVICES will provide NEIGHBORHOOD SERVICES with data of all expenses encumbered against CDBG funds for each Federal Fiscal Year, and reported on the Request for Funds form provided as EXHIBIT "C". 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.

7. 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.

8. 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.

9. 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.

10. 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

11. The term of this MOU is Three (3) Years commencing on July 1, 2007 and ending on June 30, 2010. It is specifically understood that expenses incurred after July 1st of each Federal Fiscal year but prior to approval of the annual allocation of CDBG funds for that applicable fiscal year, may be reimbursed upon approval of NEIGHBORHOOD SERVICES and contingent upon LEISURE SERVICES conformance with 24 CFR 570.200(h)(1)((i-vi).

The duration and effectiveness of this MOU throughout the three (3) year term is solely dependent upon the receipt of CDBG federal funding from HUD, and in no way implies that funds will be available. NEIGHBORHOOD SERVICES shall bear no liability to fund or provide payment for CULTURAL programs in the event that no CDBG Funds are received during any of the fiscal years. Furthermore, NEIGHBORHOOD SERVICES shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. For each Federal Fiscal Year, this MOU will be amended to include a new budget for the current fiscal year, to reflect the amount of funds available to CULTURAL. For each fiscal year, the timeframes for reporting and expenditure deadlines shall remain July 1st through June 30th for each fiscal year, and all applicable conditions of the MOU shall remain in effect throughout the term of the MOU.

TIMEFRAME FOR UNEXPENDED FUNDS/REPROGRAMMING

12. 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 MOU. 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. As such, Neighborhood Services requires the following: fifty percent (50%) of the CDBG grant award provided by this agreement must be expended by December 31st of each Federal Fiscal Year, and completed Request for Funds (EXHIBIT "C") and monthly client reporting forms (EXHIBIT "D") for the first six months of the program year must be received from participating centers by January 15th of the program year. Centers that have not followed the 50% spending requirements will have half of their allocation reprogrammed to other uses. In addition to the 50% spending requirement, 75% of the funds must be 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. All funds must be expended by June 30th of the program year, with Request for Funds and Monthly Client Reports submitted by July 10th.

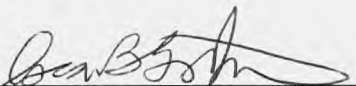
AMENDMENT

13. This MOU constitutes the entire understanding of the parties concerning the subject matter hereof, and no prior agreement between the parties except as contained herein. This MOU may be amended solely by means of amendment signed by both parties.

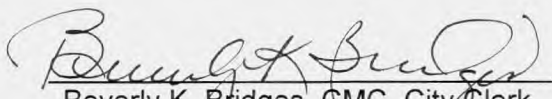
SIGNATORIES

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



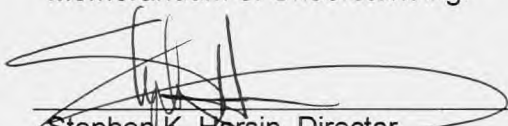
Oscar B. Goodman, Mayor



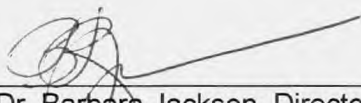
Beverly K. Bridges, GMC, City Clerk,

ACKNOWLEDGEMENT

The following individuals by their signature acknowledge and understand the contents of this Memorandum of Understanding.



Stephen K. Harsin, Director
Department of Neighborhood Services

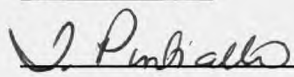


Dr. Barbara Jackson, Director
Department of Leisure Services

COUNCIL ACTION:

MARCH 1, 2007

APPROVED AS TO FORM:



2/1/08

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 for each Federal Fiscal Year funds are awarded. 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:

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.

Additionally, children will be able to attend community classes which promote Health and Wellness, such as gymnastics, dance, fitness skill, and sports leagues. Children will also be able to attend seasonal and summer camp programs which improve their quality of life through developing social skills.

Doolittle – Approximately 25 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.

Gibson – Approximately 50 children will attend after school activities. They will participate in anti-gang activities, educational opportunities through classes and LEISURE SERVICES activities.

Mirabelli – Approximately 25 CDBG funded scholarship participants will attend the seasonal camp. They will participate in anti-gang activities, educational opportunities through educational field trips in Clark County, and LEISURE SERVICES activities.

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.

Robison – Approximately 25 CDBG funded scholarship participants will be involved in educational, art workshops, tot programs, team activities and fitness and sports programs, and summer and seasonal camps. They will participate in community service projects and educational field trips in Clark County.

Stupak – Approximately 50 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 Las Vegas Arts Center – Approximately 25 CDBG funded scholarship participants will be involved in summer camp program that specializes in arts and humanities. Participants will also be provided instruction on cultural sensitivity and tolerance.

Youth Initiatives – Approximately 100 children will participate in programs designed to promote self-awareness, anti gang activities and recreation programs.

Division Pot – Approximately 100 children from various community centers that did not receive direct CDBG funding, will receive scholarships to participate in educational, fitness and sports activities, summer and seasonal camps. Funds must be used to assist low income City of Las Vegas residents.

Level of Service to be Provided:

This program will benefit approximately 650 youths in Ward 3 and Ward 5, Census Tracts 3.01, 3.02, 11, 35, 5.03 and 5.04. Funds may be used to provide scholarships and to purchase equipment for program use.

Measurable Goals for Grant Period

650 scholarships to youths from low and moderate-income families.

EXHIBIT "B"

PROGRAM BUDGET

Organization: City of Las Vegas, Department of Leisure Services

Project: Youth Scholarship programs for: Brinley, Doolittle, Gibson, Mirabelli, Rafael Rivera, Robison, Stupak, Community Centers, West Las Vegas Arts Center, Division Pot and the Youth Initiatives Program.

Programs: Community Development Block Grant, Fiscal Year 2007/2008

Program Budget

Description	Amount Authorized
Brinley – Youth Scholarships & Equipment	\$15,000.00
Doolittle – Youth Scholarships & Equipment	\$4,000.00
Gibson Satellite Center – Youth Scholarships & Equipment	\$9,000.00
Mirabelli – Youth Scholarships & Equipment	\$6,466.00
Rafael Rivera – Youth Scholarships & Equipment	\$11,000.00
Robison – Youth Scholarships & Equipment	\$4,000.00
Stupak – Youth Scholarships & Equipment	\$9,000.00
Youth Initiatives Program & Equipment	\$5,000.00
West Las Vegas Arts Center – Summer Camp	\$9,300
Division Pot	\$12,000
TOTAL AMOUNT	\$84,766.00

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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	\$15,000.00			
Direct Client Services				
TOTAL	\$15,000.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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	\$4,000.00			
Direct Client Services				
TOTAL	\$4,000.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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	\$9,000.00			
Direct Client Services				
TOTAL	\$9,000.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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: Mirabelli 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	\$6,466.00			
Direct Client Services				
TOTAL	\$6,466.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	\$11,000.00			
Direct Client Services				
TOTAL	\$11,000.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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: Robison 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	\$4,000.00			
Direct Client Services				
TOTAL	\$4,000.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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	\$9,000.00			
Direct Client Services				
TOTAL	\$9,000.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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: Summer Camp Youth Scholarships	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	\$9,300.00			
Direct Client Services				
TOTAL	\$9,300.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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	\$5,000.00			
Direct Client Services				
TOTAL	\$5,000.00			

Signature

Date

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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: Division Pot	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	\$12,000.00			
Direct Client Services				
TOTAL	\$12,000.00			

Signature

Date

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

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

RE: Agency/Project: _____
 Represents Month _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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				
TOTAL ALL CATEGORIES				
Female				
Male				
Female Head of Household				

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

EXHIBIT "D"
Page 2
Monthly Status Report

Activities/Objectives	This Month	Year To Date	Goal
-----------------------	------------	--------------	------

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

AUGUST 2007 - 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 "E"

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	\$12,450 or less	\$20,650	\$33,100
2	\$14,200 or less	\$23,600	\$37,850
3	\$16,000 or less	\$26,650	\$42,550
4	\$17,750 or less	\$29,550	\$47,300
5	\$19,150 or less	\$31,900	\$51,100
6	\$20,600 or less	\$34,250	\$54,850
7	\$22,000 or less	\$36,600	\$58,650
8	\$23,450 or less	\$38,950	\$62,450

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.

Very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, 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 March 6, 2007.

EXHIBIT "F"

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 INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,400	☐ less than \$20,650	☐ less than \$33,100
☐ 2 people	☐ less than \$14,200	☐ less than \$23,600	☐ less than \$37,800
☐ 3 people	☐ less than \$15,950	☐ less than \$26,550	☐ less than \$42,550
☐ 4 people	☐ less than \$17,750	☐ less than \$29,550	☐ less than \$47,300
☐ 5 people	☐ less than \$19,150	☐ less than \$31,900	☐ less than \$51,050
☐ 6 people	☐ less than \$20,550	☐ less than \$34,250	☐ less than \$54,850
☐ 7 people	☐ less than \$22,000	☐ less than \$36,600	☐ less than \$58,650
☐ 8 people	☐ less than \$23,400	☐ less than \$38,950	☐ less than \$62,400

¹ Based on HUD median incomes as of March 6, 2007.

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

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

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

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

EXHIBIT "F"

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 <u>any</u> 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, check stubs, etc.

MEMORANDUM OF UNDERSTANDING

THIS Memorandum Of Understanding is made and entered into this 1st day of July 2007, by and between City of Las Vegas Neighborhood Services Department and the City of Las Vegas City Manager's Office, Government and Community Affairs Office, Office of Cultural Affairs, for

YOUTH SCHOLARSHIP PROGRAMS – CULTURAL 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; 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 years 2007/2010 HUD Entitlement Grant, and the City has allocated funds to the City of Las Vegas City Manager's Office, Government and Community Affairs Office, Office of Cultural Affairs, (hereinafter "CULTURAL" or "SUBRECIPIENT") 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 CULTURAL an annual set aside amount, to be annually approved by the City's CDBG funds which annual amounts shall be allocated for each of the following respective Federal Fiscal Years: FY2007/2008, FY 2008/2009, FY 2009/2010 for Youth Scholarship Programs, as more specifically described in the Scope of Services, EXHIBIT "A" and in accordance with the "Program Budget" identified as EXHIBIT "B". The annual allocation of CDBG funds shall be approved by the City Council on an annual basis and the amount of the allocation shall be documented in the "Program Budget" identified as EXHIBIT "B", the form of which is attached hereto and by reference made a part hereof. Upon approval of each fiscal year's annual allocation of CDBG funds, the Program Budget shall be completed, attached and incorporated as a part of this MOU.

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 "E" 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 "F", 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 applicable fiscal year until June 30th of the applicable fiscal year unless this MOU 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" (the "Report"), 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 "E" 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 to NEIGHBORHOOD SERVICES at the address provided by the staff of NEIGHBORHOOD SERVICES. 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 "A" which is attached hereto and by reference is made a part hereof.

5. NEIGHBORHOOD SERVICES shall reimburse valid invoices for approved Program budget expenditures only. Before paying such expenses, NEIGHBORHOOD SERVICES will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this MOU. NEIGHBORHOOD SERVICES reserves the right to refuse reimbursement for expenses, which are CDBG-ineligible or which are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement. CULTURAL will provide NEIGHBORHOOD SERVICES with data of all expenses encumbered against CDBG funds for each Federal Fiscal Year, and reported on the Request for Funds form provided as EXHIBIT "C". Requests for Funds should be submitted no later than the 7th of the month following the reporting period.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

11. The term of this MOU is Three (3) Years commencing on July 1, 2007 and ending on June 30, 2010. It is specifically understood that expenses incurred after July 1st of each Federal Fiscal Year, but prior to approval of the annual allocation of CDBG funds for that applicable fiscal year may be reimbursed upon approval of NEIGHBORHOOD SERVICES and contingent upon CULTURAL conformance with 24 CFR 570.200(h)(1)((i-vi).

The duration and effectiveness of this MOU throughout the three (3) year term is solely dependent upon the receipt of CDBG federal funding from HUD, and in no way implies that funds will be available. NEIGHBORHOOD SERVICES shall bear no liability to fund or provide payment for CULTURAL programs in the event that no CDBG Funds are received during any of the fiscal years. Furthermore, NEIGHBORHOOD SERVICES shall be liable only for payment proportional to the extent that CDBG Funds are received by the CITY. For each Federal Fiscal Year, this MOU will be amended to include a new budget for the current fiscal year, to reflect the amount of funds available to CULTURAL. For each fiscal year, the timeframes for reporting and expenditure deadlines shall remain July 1st through June 30th for each fiscal year, and all applicable conditions of the MOU shall remain in effect throughout the term of the MOU.

TIMEFRAME FOR UNEXPENDED FUNDS/REPROGRAMMING

12. 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 MOU. The underreporting site, as well as the Manager of Cultural, will receive a ten (10) day written notice to respond before any re-programming of funds takes place. As such, Neighborhood Services requires the following: fifty percent (50%) of the CDBG grant award provided by this MOU must be expended by December 31st of each Federal Fiscal Year, and completed Request for Funds (EXHIBIT "C") and monthly client reporting forms (EXHIBIT "D") for the

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 cultural 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.

Purpose of Services:

To provide positive creative arts programs for at-risk communities/youths using scholarship funds within the Rafael Rivera Community Center, Bob Stupak Community Center, Charleston Heights Arts Center and at Marble Manor Community Center (West Las Vegas).

At the Rafael Rivera Center, Charleston Heights Arts Center, Bob Stupak Community Center and the Marble Manor Community Center, approximately 75-100 CDBG funded scholarships for participating youths will be involved in various Cultural artists in residence programs and creative arts workshop. In addition, approximately 50-75 CDBG funded scholarship participants (at-risk youth) will be attending various creative arts programs with partnering organizations throughout the City of Las Vegas. These youths will be recommended by their caseworkers at Clark County Family and Youth Services and with non profit facilities servicing youth at-risk.

Level of Service to be Provided:

These programs will benefit approximately 100 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

At least 150 scholarships will be provided to youths from low and moderate-income families.

EXHIBIT "B"

PROGRAM BUDGET

Organization: City of Las Vegas, Office of Government & Community Affairs, Office of Cultural Affairs

Project: Youth Scholarship programs –
New Directions YouthArts at
Rafael Rivera/Stupak Center/ELV Community Center

Programs: Community Development Block Grant, Fiscal Year 2006-2007

Program Budget

Description	Amount Authorized
New Directions YouthArts Scholarships	\$13,900.00
TOTAL AMOUNT	\$13,900.00

EXHIBIT "C"

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

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2007/2008 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: Office of Cultural Affairs	Phone:
Project: New Directions YouthArts Scholarships	FAX:
Contact Person: Patricia L Harris/Markus Tracy	E-mail

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Subrecipient Admin.				
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Scholarships	\$13,900.00			
Direct Client Services				
TOTAL	\$13,900.00			

Signature

Date

EXHIBIT "D"
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 _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable. At this time there is no separate race category for Hispanic, therefore, clients are a counted under a main race category, and the Hispanic ethnicity is counted as a sub-set.

*The Hispanic ethnicity must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients, then the monthly and yearly total will change to reflect the amount of new clients.

A	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
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AUGUST 2005 - PROGRAM ACCOMPLISHMENTS *(Sample)*

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

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 "E"
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	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,450 or less	\$20,650	\$33,100
2	\$14,200 or less	\$23,600	\$37,850
3	\$16,000 or less	\$26,650	\$42,550
4	\$17,750 or less	\$29,550	\$47,300
5	\$19,150 or less	\$31,900	\$51,100
6	\$20,600 or less	\$34,250	\$54,850
7	\$22,000 or less	\$36,600	\$58,650
8	\$23,450 or less	\$38,950	\$62,450

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 means 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 March 6, 2007.

EXHIBIT "F"

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 INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than \$12,400	☐ less than \$20,650	☐ less than \$33,100
☐ 2 people	☐ less than \$14,200	☐ less than \$23,600	☐ less than \$37,800
☐ 3 people	☐ less than \$15,950	☐ less than \$26,550	☐ less than \$42,550
☐ 4 people	☐ less than \$17,750	☐ less than \$29,550	☐ less than \$47,300
☐ 5 people	☐ less than \$19,150	☐ less than \$31,900	☐ less than \$51,050
☐ 6 people	☐ less than \$20,550	☐ less than \$34,250	☐ less than \$54,850
☐ 7 people	☐ less than \$22,000	☐ less than \$36,600	☐ less than \$58,650
☐ 8 people	☐ less than \$23,400	☐ less than \$38,950	☐ less than \$62,400

¹ Based on HUD median incomes as of March 6, 2007.

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

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

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

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

EXHIBIT "F"

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 <u>any</u> 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

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, check stubs, etc.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
Between the City of Las Vegas and
James Seastrand Helping Hands

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and **James Seastrand Helping Hands**, a Nevada corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 3432 Bruce St. #7, N. Las Vegas, NV 89030.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet one (or more) of the CDBG Program's three broad National Objectives (defined in 24 CFR Part 570.208) as follows:

1. To benefit low- and moderate-income persons,
2. To aid in the prevention or elimination of slum or blight,
3. To meet Community Development needs having a particular urgency;

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/2008 CDBG-funded project known as **Home Maintenance and Repair** to provide activities eligible under the CDBG Grant program pertaining to construction/rehabilitation as more specifically set out in the attached Exhibit "A", Scope of Services Description, and incorporated herein to this Agreement (the "Project"). It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$8,000** in CDBG funds, hereinafter "CDBG Funds" or "Funds", to be allocated in accordance with the Project Budget as detailed in the attached Exhibit "B". SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A". SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT Program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT Project services in the event that no CDBG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG grant the CITY receives award funds. SUBRECIPIENT Project expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee 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 acknowledges and agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services SUBRECIPIENT Construction/Rehabilitation Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States. Said representatives will be announced, at a

minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

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

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

E. RIGHT TO REVIEW AND AUDIT

1. The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten (10) years, except those records subject to audit findings shall be retained for three (3) years after the period of affordability. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. The SUBRECIPIENT agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning SUBRECIPIENT'S operation hereunder. 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 find that the records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT'S offices to inspect, audit, and retrieve the complete records. The SUBRECIPIENT further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:
 - a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
 - b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
 - c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
 - d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT'S indemnification obligation provided under Section II.C. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.
 - a. SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.
 - b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

5. Primary Coverage. SUBRECIPIENT'S insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. PERFORMANCE BOND

For all construction activities, SUBRECIPIENT must carry a performance bond of a sufficient amount to ensure performance by any and all private contractors retained to perform activities pertaining to the Scope of Services of this Agreement. Evidence of this must be provided to the Neighborhood Development Division of the City's Neighborhood Services Department. The specific amount of any bond shall be consistent with the Project Budget as defined in Exhibit "F."

K. APPRAISAL OF PROPERTY

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

L. NOTICE TO PROCEED/CONSTRUCTION CONTROL

For any construction activities financed in whole or in part by CDBG funds pursuant to this agreement, SUBRECIPIENT agrees and understands that SUBRECIPIENT may not commence construction until the Director of the City's Neighborhood Services Department (hereinafter referred to as "Director") issues a Notice to Proceed in writing. SUBRECIPIENT further agrees and understands that the City may require the SUBRECIPIENT to use a City approved licensed voucher control company for the construction of the Project, unless specified otherwise in writing by the Director. Once the Notice to Proceed is issued, SUBRECIPIENT must also provide the City with the written minutes of all construction meetings until the Certificate of Occupancy on the Project is received.

M. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, SUBRECIPIENT warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of SUBRECIPIENT, as well as all persons and entities holding more than 1% interest in SUBRECIPIENT or any principal of SUBRECIPIENT. Throughout the term hereof, SUBRECIPIENT shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

N. GROUNDBREAKING/GRAND OPENING EVENTS

The SUBRECIPIENT agrees and understands that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the SUBRECIPIENT. In addition, the SUBRECIPIENT agrees to coordinate any ceremonial events concerning this project with the City to include review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.

O. AGREEMENT TO DEVELOPMENT CONDITIONS

SUBRECIPIENT hereby agrees to comply with any and all development conditions as established by CITY Council, the CITY Planning Commission, the CITY Board of Zoning Adjustment, and by the CITY Planning Department as stated in the "Program Description" section of this Agreement. When necessary, the CITY may amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

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.

DISPOSITION OF PROGRAM INCOME

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, SUBRECIPIENT may retain income from the Project 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. **GENERAL--24 CFR 570.600**

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

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601**

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

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTIONS 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**

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

4. **LABOR STANDARDS AND DAVIS BACON ACT 24 CFR 570.603**

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

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**

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

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING 24 CFR 570.606**
SUBRECIPIENT shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, SUBRECIPIENT understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.
8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
9. **LEAD-BASED PAINT, 24 CFR 570.608**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards. The city of Las Vegas Neighborhood Services Department, Neighborhood Development Division staff will provide Lead-Based Paint testing, clearance tests and risk Assessments when required for CDBG funded housing rehabilitation projects that are to be undertaken by James Seastrand Helping Hands and are located within the city limits of the City of Las Vegas. All Lead-Based Paint activities shall be performed by a U.S. EPA certified Risk Assessor. If the city has no certified Risk Assessor employed by it, the city will be unable to conduct any Lead-Based paint activities.
10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**
24 CFR 570.610

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

12. **CONFLICT OF INTEREST 24 CFR 570.611**

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

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

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. 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, 24 CFR Part 21, Subpart F, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. 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.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the

Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

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.

I. COMPLIANCE WITH NATIONAL OBJECTIVES

SUBRECIPIENT and CITY agree that so long as the SUBRECIPIENT shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the City shall retain an interest in the "Property" through a Trust Deed using the following formula.

<u>CDBG Fund Amount</u>	<u>Number of Years to Meet National Objective</u>
\$0 to \$499,999	Five years to meet a National Objective plus an additional five years as specified in HUD Federal regulation 570.503(b)(8)(i), from the date of the Agreement.
\$500,000 or above	Ten Years to meet a National Objective plus an additional five years as specified in HUD Federal regulation 570.503(b)(8)(i), from the date of the Agreement.

Any additional construction or rehabilitation added to a building already meeting a National Objective due to the source of funding for previous work will have additional years added to the final year the original National Objective is shown to be met based on the above formula amounts.

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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received \$25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over \$500,000 in any federal grant funds in the fiscal year received are required to conduct an A-133 audit.

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

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 CDBG Construction/Rehabilitation Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORD KEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires (effectively a fifteen year retention period).

E. PROJECT 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. All expenditures will be reimbursable with

appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements, payroll sheets. SUBRECIPIENT shall not make any changes in the Project budget. Line items may be revised if permission is requested from and approved in writing from the Neighborhood Services Department Director.

F. 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.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to such unexpended portion for other Projects/programs operating under the CITY'S CDBG Program. An extension deadline may be authorized in writing by the CITY Neighborhood Services Director the Director's designee.

H. ACCOUNTING METHODS

Expenditures charged to CITY Fiscal Year indicated above, CDBG funds will be accounted separately from all other revenue sources. SUBRECIPIENT shall maintain these records.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein, which has a unit acquisition cost of \$500 or more, and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income, which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 HUD and/or any applicable federal statutes or regulations require such modification.

B. TERMINATION PROCEDURES

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43.

Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include, but are not limited to:

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 the location specified in EXHIBIT "A", Item G of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

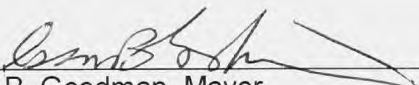
D. NOTIFICATION OF AGENCY CHANGES

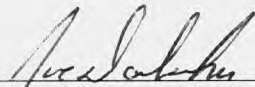
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

CITY OF LAS VEGAS

James Seastrand Helping Hands


Oscar B. Goodman, Mayor

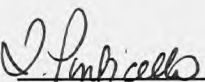

Joe Dabrowski, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk

Council Action

March 7, 2007

APPROVED AS TO FORM: 
2/29/07

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO
COMPLY WITH DEFERRED LOAN CONDITIONS

I, Joe Dabrowski, Executive Director of James Seastrand Helping Hands, (SUBRECIPIENT), a non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of **\$8,000** and the conditions imposed upon that loan contained in the Community Development Block Grant (CDBG) Agreement to Loan CDBG Program Funds to (SUBRECIPIENT) for Home Repair, approved by the City Council of the City of Las Vegas, Nevada on the 7th day of March, 2007, a copy of which is attached hereto and incorporated herein.

Executed this 1st day of July, 2007.

James Seastrand Helping Hands

By: _____
Joe Dabrowski, Executive Director

State of Nevada)

County of Clark)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ____(Name)____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

ORDER NO. _____

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

- 1) Subject to receipt of the CDBG funding from the federal government, the City will provide up to the amount of CDBG funding identified in I.A. of the Agreement to the SUBRECIPIENT for the purposes described as follows:

Home Maintenance and Repair

- 2) Opportunities, which may enhance, or constraints, which may limit the ability of SUBRECIPIENT to effectively implement said Project in the City of Las Vegas.

A. PROJECT DATA

Subrecipient will provide the Neighborhood Services Director with client usage records on an annual basis commencing one year from the date of receipt of Certificate of Occupancy during the period of the Agreement utilizing Exhibit "C," Yearly Program Status/Client Statistics Reports of the Agreement or a reasonable facsimile thereof. These records will contain but are not limited to, the following data:

- 1) Total clients served;
- 2) Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other; Number of clients who report a Hispanic ethnicity;
- 3) Number and percentage of Low and Moderate Income clients as defined by HUD
- 4) Number of handicapped clients served; Number of senior citizens served;
- 5) Number of female head-of-households served;
- 6) Statement of Program year goals cited in SUBRECIPIENT application and measurable accomplishments toward achieving said goals through reporting date of said report.

These reports shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division.

B. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or SUBRECIPIENT as follows:

CITY: Mr. Stephen K. Harsin, AICP, Director
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

SUBRECIPIENT Mr. Joe Dabrowski, Executive Director
James Seastrand Helping Hands
3432 Bruce St. #7
N. Las Vegas, NV 89030

EXHIBIT "B"
PROJECT BUDGET

Organization: James Seastrand Helping Hands
Project: Home Maintenance and Repair
Program: Community Development Block Grant, Fiscal Year 2007/08

Project Budget*

Account	Description	Amount Authorized
991105	Home Repair	\$8,000
Total Amount		\$8,000

EXHIBIT "C" **MONTHLY PROGRAM STATUS/CLIENT STATISTICS REPORT**

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

RE: Project: _____
 Represents year _____

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. In addition, the number served for all categories should total, i.e., female and male clients should equal the total number; the numbers in the income columns should also equal the total number. Note: Female Head of Household would not fall under this requirement.

A	B	C
Race Category	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		
Asian/Pacific Islander		
Other Multi-Racial		
TOTAL All Categories		
Female		
Male		
Female Head of Household		
0-30% Extremely-Low	Total	
	Monthly Total	
	Year to Date Total	

ATTACHMENT I
DISCLOSURE OF PRINCIPALS

The principals and partners of _____ *and all persons and entities holding more than 1% interest in the* _____ or any principal of (_____) are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
Between the City of Las Vegas and
Las Vegas - Clark County Urban League

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and **Las Vegas - Clark County Urban League**, a Nevada corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 930 W. Owens, Las Vegas, NV 89106.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet one (or more) of the CDBG Program's three broad National Objectives (defined in 24 CFR Part 570.208) as follows:

1. To benefit low- and moderate-income persons,
2. To aid in the prevention or elimination of slum or blight,
3. To meet Community Development needs having a particular urgency;

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/2008 CDBG-funded project known as **Senior Home Repair** to provide activities eligible under the CDBG Grant program pertaining to construction/rehabilitation as more specifically set out in the attached Exhibit "A", Scope of Services Description, and incorporated herein to this Agreement (the "Project"). It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$95,000** in CDBG funds, hereinafter "CDBG Funds" or "Funds", to be allocated in accordance with the Project Budget as detailed in the attached Exhibit "B". SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A". SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT Program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT Project services in the event that no CDBG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG grant the CITY receives award funds. SUBRECIPIENT Project expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee 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 acknowledges and agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services SUBRECIPIENT Construction/Rehabilitation Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States. Said representatives will be announced, at a

minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

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

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

E. RIGHT TO REVIEW AND AUDIT

1. The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten (10) years, except those records subject to audit findings shall be retained for three (3) years after the period of affordability. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. The SUBRECIPIENT agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning SUBRECIPIENT'S operation hereunder. 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 find that the records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT'S offices to inspect, audit, and retrieve the complete records. The SUBRECIPIENT further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:
 - a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
 - b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
 - c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
 - d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT'S indemnification obligation provided under Section II.C. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.
 - a. SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.
 - b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

5. Primary Coverage. SUBRECIPIENT'S insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. PERFORMANCE BOND

For all construction activities, SUBRECIPIENT must carry a performance bond of a sufficient amount to ensure performance by any and all private contractors retained to perform activities pertaining to the Scope of Services of this Agreement. Evidence of this must be provided to the Neighborhood Development Division of the City's Neighborhood Services Department. The specific amount of any bond shall be consistent with the Project Budget as defined in Exhibit "F."

K. APPRAISAL OF PROPERTY

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

L. NOTICE TO PROCEED/CONSTRUCTION CONTROL

For any construction activities financed in whole or in part by CDBG funds pursuant to this agreement, SUBRECIPIENT agrees and understands that SUBRECIPIENT may not commence construction until the Director of the City's Neighborhood Services Department (hereinafter referred to as "Director") issues a Notice to Proceed in writing. SUBRECIPIENT further agrees and understands that the City may require the SUBRECIPIENT to use a City approved licensed voucher control company for the construction of the Project, unless specified otherwise in writing by the Director. Once the Notice to Proceed is issued, SUBRECIPIENT must also provide the City with the written minutes of all construction meetings until the Certificate of Occupancy on the Project is received.

M. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, SUBRECIPIENT warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of SUBRECIPIENT, as well as all persons and entities holding more than 1% interest in SUBRECIPIENT or any principal of SUBRECIPIENT. Throughout the term hereof, SUBRECIPIENT shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

N. GROUNDBREAKING/GRAND OPENING EVENTS

The SUBRECIPIENT agrees and understands that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the SUBRECIPIENT. In addition, the SUBRECIPIENT agrees to coordinate any ceremonial events concerning this project with the City to include review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.

O. AGREEMENT TO DEVELOPMENT CONDITIONS

SUBRECIPIENT hereby agrees to comply with any and all development conditions as established by CITY Council, the CITY Planning Commission, the CITY Board of Zoning Adjustment, and by the CITY Planning Department as stated in the "Program Description" section of this Agreement. When necessary, the CITY may amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

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.

DISPOSITION OF PROGRAM INCOME

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, SUBRECIPIENT may retain income from the Project 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. **GENERAL--24 CFR 570.600**

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

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601**

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

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTIONS 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**

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

4. **LABOR STANDARDS AND DAVIS BACON ACT 24 CFR 570.603**

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

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**

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

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING 24 CFR 570.606**
SUBRECIPIENT shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, SUBRECIPIENT understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.
8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
9. **LEAD-BASED PAINT, 24 CFR 570.608**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards. . The City of Las Vegas Neighborhood Services Department, Neighborhood Development Division staff will provide Lead-Based Paint testing, clearance tests and Risk Assessments when required for CDBG funded housing rehabilitation projects are to be undertaken by Las Vegas-Clark County Urban League and are located within the city limits of the City of Las Vegas. All Lead-Based Paint activities shall be performed by a U. S. EPA certified Risk Assessor. If the city has no certified Risk Assessor employed by it, the city will be unable to conduct any Lead-Based Paint activities.
10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.
11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**
SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as

applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. 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, 24 CFR Part 21, Subpart F, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. 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.

G. ANTI-LOBBYING

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

an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

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.

I. COMPLIANCE WITH NATIONAL OBJECTIVES

SUBRECIPIENT and CITY agree that so long as the SUBRECIPIENT shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the City shall retain an interest in the "Property" through a Trust Deed using the following formula.

CDBG Fund Amount

Number of Years to Meet National Objective

\$0 to \$499,999

Five years to meet a National Objective plus an additional five years as specified in HUD Federal regulation 570.503(b)(8)(i), from the date of the Agreement.

\$500,000 or above

Ten Years to meet a National Objective plus an additional five years as specified in HUD Federal regulation 570.503(b)(8)(i), from the date of the Agreement.

Any additional construction or rehabilitation added to a building already meeting a National Objective due to the source of funding for previous work will have additional years added to the final year the original National Objective is shown to be met based on the above formula amounts.

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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received

\$25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over \$500,000 in any federal grant funds in the fiscal year received are required to conduct an A-133 audit.

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

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 CDBG Construction/Rehabilitation Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORD KEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires (effectively a fifteen year retention period).

E. PROJECT 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. All expenditures will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements, payroll sheets. SUBRECIPIENT shall not make any changes in the Project budget. Line items may be revised if permission is requested from and approved in writing from the Neighborhood Services Department Director.

F. 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.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to such unexpended portion for other Projects/programs operating under the CITY'S CDBG Program. An extension deadline may be authorized in writing by the CITY Neighborhood Services Director the Director's designee.

H. ACCOUNTING METHODS

Expenditures charged to CITY Fiscal Year indicated above, CDBG funds will be accounted separately from all other revenue sources. SUBRECIPIENT shall maintain these records.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein, which has a unit acquisition cost of \$500 or more, and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income, which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 HUD and/or any applicable federal statutes or regulations require such modification.

B. TERMINATION PROCEDURES

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43.

Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include, but are not limited to:

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 the location specified in EXHIBIT "A", Item G of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

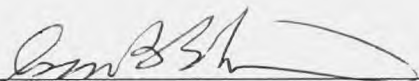
D. NOTIFICATION OF AGENCY CHANGES

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

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

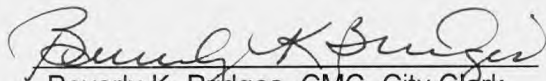
CITY OF LAS VEGAS

Las Vegas - Clark County Urban League


Oscar B. Goodman, Mayor

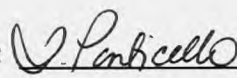

Ken Biser, Executive Director
chief Executive officer

Attest:


Beverly K. Bridges, CMC, City Clerk

Council Action

March 7, 2007

APPROVED AS TO FORM:  2/27/07

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO
COMPLY WITH DEFERRED LOAN CONDITIONS

I, Ken Biser, Executive Director of Las Vegas - Clark County Urban League, (SUBRECIPIENT), a non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of **\$95,000** and the conditions imposed upon that loan contained in the Community Development Block Grant (CDBG) Agreement to Loan CDBG Program Funds to (SUBRECIPIENT) for Senior Home Repair, approved by the City Council of the City of Las Vegas, Nevada on the 7th day of March, 2007, a copy of which is attached hereto and incorporated herein.

Executed this 1st day of July, 2007.

Las Vegas - Clark County Urban League

By: [Signature] , COO
Name and Title

State of Nevada)

County of Clark)

On this 2nd day of Aug, 07, before me, the undersigned, a Notary Public in and for said County and State, personally appeared (Name), known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Taina L. Muhammad
Notary Public



ORDER NO. _____

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

- 1) Subject to receipt of the CDBG funding from the federal government, the City will provide up to the amount of CDBG funding identified in I.A. of the Agreement to the SUBRECIPIENT for the purposes described as follows:

Senior Home Repair

- 2) Opportunities, which may enhance, or constraints, which may limit the ability of SUBRECIPIENT to effectively implement said Project in the City of Las Vegas.

A. PROJECT DATA

Subrecipient will provide the Neighborhood Services Director with client usage records on an annual basis commencing one year from the date of receipt of Certificate of Occupancy during the period of the Agreement utilizing Exhibit "C," Yearly Program Status/Client Statistics Reports of the Agreement or a reasonable facsimile thereof. These records will contain but are not limited to, the following data:

- 1) Total clients served;
- 2) Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other; Number of clients who report a Hispanic ethnicity;
- 3) Number and percentage of Low and Moderate Income clients as defined by HUD
- 4) Number of handicapped clients served; Number of senior citizens served;
- 5) Number of female head-of-households served;
- 6) Statement of Program year goals cited in SUBRECIPIENT application and measurable accomplishments toward achieving said goals through reporting date of said report.

These reports shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division.

B. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or SUBRECIPIENT as follows:

CITY:

Mr. Stephen K. Harsin, AICP, Director
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

SUBRECIPIENT

Mr. Ken Biser, Executive Director
Las Vegas - Clark County Urban League
930 W. Owens
Las Vegas, NV 89106

EXHIBIT "B"
PROJECT BUDGET

Organization: Las Vegas - Clark County Urban League
Project: Senior Home Repair
Program: Community Development Block Grant, Fiscal Year 2007/08

Project Budget*

Account	Description	Amount Authorized
991105	Senior Home Repair	\$95,000
Total Amount		\$95,000

EXHIBIT "C"

MONTHLY PROGRAM STATUS/CLIENT STATISTICS REPORT

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

RE: Project: _____
 Represents year _____

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. In addition, the number served for all categories should total, i.e., female and male clients should equal the total number; the numbers in the income columns should also equal the total number. Note: Female Head of Household would not fall under this requirement.

A	B	C
Race Category	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		
Asian/Pacific Islander		
Other Multi-Racial		
TOTAL All Categories		
Female		
Male		
Female Head of Household		
0-30% Extremely-Low	Total	
	Monthly Total	
	Year to Date Total	

ATTACHMENT I
DISCLOSURE OF PRINCIPALS

The principals and partners of _____ *and all persons and entities holding more than 1% interest in the* _____ or any principal of (_____) are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

Between the City of Las Vegas and Nevada Health Centers

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and **Nevada Health Centers**, a Nevada non profit 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 4415 Spring Mountain Rd. #103, Las Vegas, NV 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet one (or more) of the CDBG Program's three broad National Objectives (defined in 24 CFR Part 570.208) as follows:

1. To benefit low- and moderate-income persons,
2. To aid in the prevention or elimination of slum or blight,
3. To meet Community Development needs having a particular urgency;

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/2008 CDBG-funded project known as **Nevada Health Centers OBGYN & Dental Rehabilitation** to provide activities eligible under the CDBG Grant program pertaining to construction/rehabilitation as more specifically set out in the attached Exhibit "A", Scope of Services Description, and incorporated herein to this Agreement (the "Project"). It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed in CDBG funds, hereinafter "CDBG Funds" or "Funds", to be allocated in accordance with the Project Budget as detailed in the attached Exhibit "F". SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A". SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT Program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT Project services in the event that no CDBG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG grant the CITY receives award funds. SUBRECIPIENT Project expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

C. SPENDING REQUIREMENTS

In order to meet HUD required spending deadlines, all projects must be prepared to go out to bid no later than October 1st 2007. In addition, the CITY requires each SUBRECIPIENT using funds for facility improvement projects, to expend 50% of their allocation by February 1st 2008. Agencies initiating new construction projects must spend 30% of allocated funds by March 15th 2008.

Failure to meet these requirements may result in the recapture of all CDBG funds associated with this Project.

II. CITY GENERAL CONDITIONS

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

SUBRECIPIENT acknowledges and agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services SUBRECIPIENT Construction/Rehabilitation Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for

injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and reasonable attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

1. The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of five years after the term of this Agreement expires, except those records subject to audit findings shall be retained for three (3) additional years after the finding has been resolved. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. The SUBRECIPIENT agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning SUBRECIPIENT's operation hereunder. 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 of Las Vegas or the City's designated representatives find that the records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT's offices to inspect, audit, and retrieve the complete records. The SUBRECIPIENT further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

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

b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.

d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II.C. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

a. SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

5. Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. PERFORMANCE BOND

For all construction activities, SUBRECIPIENT must carry a performance bond of a sufficient amount to ensure performance by any and all private contractors retained to perform activities pertaining to the Scope of Services of this Agreement. Evidence of this must be provided to the Neighborhood Development Division of the City's Neighborhood Services Department. The specific amount of any bond shall be consistent with the Project Budget as defined in Exhibit "F."

K. APPRAISAL OF PROPERTY

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

L. NOTICE TO PROCEED/CONSTRUCTION CONTROL

For any construction activities financed in whole or in part by CDBG funds pursuant to this agreement, SUBRECIPIENT agrees and understands that SUBRECIPIENT may not commence construction until the Director of the City's Neighborhood Services Department (hereinafter referred to as "Director") issues a Notice to Proceed in writing. SUBRECIPIENT further agrees and understands that the City may require the SUBRECIPIENT to use a City approved licensed voucher control company for the construction of the Project, unless specified otherwise in writing by the Director. Once the Notice to Proceed is issued, SUBRECIPIENT must also provide the City with the written minutes of all construction meetings until the Certificate of Occupancy on the Project is received.

M. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, SUBRECIPIENT warrants that

it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of SUBRECIPIENT, as well as all persons and entities holding more than 1% interest in SUBRECIPIENT or any principal of SUBRECIPIENT. Throughout the term hereof, SUBRECIPIENT shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

N. GROUNDBREAKING/GRAND OPENING EVENTS

The SUBRECIPIENT agrees and understands that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the SUBRECIPIENT. In addition, the SUBRECIPIENT agrees to coordinate any ceremonial events concerning this project with the City to include review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.

O. AGREEMENT TO DEVELOPMENT CONDITIONS

SUBRECIPIENT hereby agrees to comply with any and all development conditions as established by CITY Council, the CITY Planning Commission, the CITY Board of Zoning Adjustment, and by the CITY Planning Department as stated in the "Program Description" section of this Agreement. When necessary, the CITY may amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

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.

DISPOSITION OF PROGRAM INCOME

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, SUBRECIPIENT may retain income from the Project 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. **GENERAL--24 CFR 570.600**

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

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601**

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

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602 SECTIONS 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602**

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

4. **LABOR STANDARDS AND DAVIS BACON ACT 24 CFR 570.603**
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and Copeland Act also apply. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.
5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING 24 CFR 570.606**
SUBRECIPIENT shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, SUBRECIPIENT understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.
8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**
SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
9. **LEAD-BASED PAINT, 24 CFR 570.608**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.
10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who

have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

24 CFR 570.610

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

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. 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, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, 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.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

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.

I. COMPLIANCE WITH NATIONAL OBJECTIVES

SUBRECIPIENT and CITY agree that so long as the SUBRECIPIENT shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the City shall retain an interest in the "Property" through a Trust Deed using the following formula.

<u>CDBG Fund Amount</u>	<u>Number of Years to Meet National Objective</u>
\$0 to \$499,999	Five years to meet a National Objective plus an additional five years as specified in HUD Federal regulation 570.503(b)(7)(i), from the date of the Agreement.
\$500,000 or above	Ten Years to meet a National Objective plus an additional five years as specified in HUD Federal regulation 570.503(b)(7)(i), from the date of the Agreement.

Any additional construction or rehabilitation added to a building already meeting a National Objective due to the source of funding for previous work will have additional years added to the final year the original National Objective is shown to be met based on the above formula amounts.

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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received \$25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over \$500,000 in any federal grant funds in the fiscal year received are required to conduct an A-133 audit.

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

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 CDBG Construction/Rehabilitation Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORD KEEPING

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

D. RECORDS

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

E. PROJECT BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "F" 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. All expenditures will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements, payroll sheets. SUBRECIPIENT shall not make any changes in the Project budget. Line items may be revised if permission is requested from and approved in writing from the Neighborhood Services Department.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "F" 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.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to such unexpended portion for other Projects/programs operating under the CITY'S CDBG Program. An extension deadline may be authorized in writing by the CITY Neighborhood Services Director the Director's designee.

H. ACCOUNTING METHODS

Expenditures charged to CITY Fiscal Year indicated above, CDBG funds will be accounted separately from all other revenue sources. SUBRECIPIENT shall maintain these records.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein, which has a unit acquisition cost of \$500 or more, and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income, which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 HUD and/or any applicable federal statutes or regulations require such modification.

B. TERMINATION PROCEDURES

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43.

Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include, but are not limited to:

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 the location specified in EXHIBIT "A", Item D of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

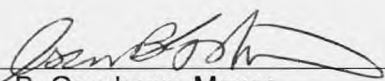
D. NOTIFICATION OF AGENCY CHANGES

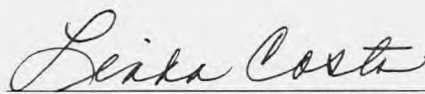
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

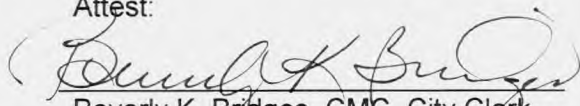
CITY OF LAS VEGAS

Nevada Health Centers


Oscar B. Goodman, Mayor


Linda Costa, Chief Administrator

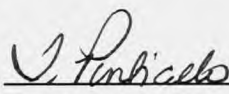
Attest:


Beverly K. Bridges, CMC, City Clerk

Council Action

March 7, 2007

APPROVED AS TO FORM:


1/15/08

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO
COMPLY WITH DEFERRED LOAN CONDITIONS

I, Linda Costa, Chief Administrator of Nevada Health Centers, Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of _____ and the conditions imposed upon that loan contained in the Community Development Block Grant (CDBG) Agreement to Loan CDBG Program Funds to Nevada Health Centers OBGYN & Dental, approved by the City Council of the City of Las Vegas, Nevada on the 7th day of March, 2007, a copy of which is attached hereto and incorporated herein.

Executed this 1st day of July, 2007.

Nevada Health Centers

By: Linda Costa
Linda Costa, Executive Director

State of Nevada)

County of Clark)

On this 15 day of JAN., 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LINDA COSTA, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Gloria Sanchez
Notary Public

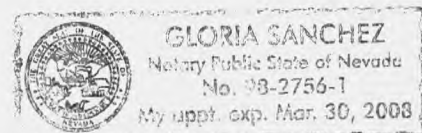


EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

- 1) Subject to receipt of the CDBG funding from the federal government, the City will provide up to the amount of CDBG funding identified in I.A. of the Agreement to the SUBRECIPIENT for the purposes described in Exhibit "D" Project Description.
- 2) Opportunities, which may enhance, or constraints, which may limit the ability of SUBRECIPIENT to effectively implement said Project in the City of Las Vegas. None listed.

A. CONSTRUCTION COMPLIANCE REQUIRED

For any and all rehabilitation or construction to be performed by SUBRECIPIENT under the scope of this Agreement, SUBRECIPIENT hereby agrees that all such construction shall comply with any and all applicable federal, state, and local building codes, housing codes, and health, fire and safety codes. SUBRECIPIENT shall, to the greatest extent feasible, provide a detailed timeline, Schedule of Performance, which explicitly provides deadlines for all major construction activities to be performed pursuant to the Agreement in Exhibit "E" prior to city of Las Vegas issued Notice to Proceed for the project.

Furthermore, the SUBRECIPIENT hereby agrees to provide the CITY with a design and construction schedule detailing the project's phases to augment the CITY's capacity to monitor SUBRECIPIENT activities as to be performed under the Exhibit "D," Project Description of the Agreement prior to city of Las Vegas issued Notice to Proceed for the Project.

B. PROJECT DATA

Subrecipient will provide the Neighborhood Services Director with client usage records on an annual basis commencing one year from the date of receipt of Certificate of Occupancy during the period of the Agreement utilizing Exhibit "G," Yearly Program Status/Client Statistics Reports of the Agreement or a reasonable facsimile thereof. These records will contain but are not limited to, the following data:

- 1) Total clients served;
- 2) Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other; Number of clients who report a Hispanic ethnicity;
- 3) Number and percentage of Low and Moderate Income clients as defined by HUD
- 4) Number of handicapped clients served; Number of senior citizens served;
- 5) Number of female head-of-households served;

6) Statement of Program year goals cited in SUBRECIPIENT application and measurable accomplishments toward achieving said goals through reporting date of said report.

These reports shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division.

C. DEED OF TRUST REQUIRED FOR ACQUISITION / CAPITAL IMPROVEMENT

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 570.505, which shall be a Deed of Trust for such Property, the form of which is attached to this Agreement Exhibit "B" and which SUBRECIPIENT shall execute as part of the Agreement ("Deed of Trust"). Such Deed of Trust shall serve as a collateral interest in the property being financed with CDBG Program funds ("Security Instrument.") If the SUBRECIPIENT ceases to meet a national objective in accordance with 24 CFR 570.208, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, SUBRECIPIENT does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (F) of the Agreement are not complied with, SUBRECIPIENT will, upon the request of the City, repay to the City, without interest, the entire in CDBG Program funds that SUBRECIPIENT received from the City hereunder.

For all activities pertaining to acquisition of the Property or capital improvement on the Property, the SUBRECIPIENT shall record the "Deed of Trust," at the Recorder's Office of the County of Clark upon the closing of escrow on the Property or prior to City of Las Vegas issued Notice to Proceed to ensure performance by the SUBRECIPIENT pursuant to the Project as specified in this Agreement.

The SUBRECIPIENT agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in a minimum amount of , which will protect the City from losses, damages, or claims concerning the title of the Property.

The SUBRECIPIENT further agrees to execute a Request for Notice, Attachment II to the Agreement, in order that a copy of any Notice of Default or any Notice of Sale under the Deed of Trust recorded in which the City of Las Vegas is named as Trustee and Beneficiary be mailed to the City of Las Vegas.

D. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or SUBRECIPIENT as follows:

CITY: Mr. Stephen K. Harsin, AICP, Director
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

SUBRECIPIENT Linda Costa, Chief Administrator
Nevada Health Centers
4415 Spring Mountain Rd. #103
Las Vegas, NV 89102

162-02-811-193

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of July, 2007 between Nevada Health Centers, whose principal office is located at 4415 Spring Mountain Rd. #103 Las Vegas, NV 89102, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan monies in accordance with the Community Development Block Grant of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein and therein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

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

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to acquire, dispose of, construct, reconstruct, or install public facilities and make improvements to either benefit primarily low- and moderate-income persons; aid in the prevention or elimination of slum or blight; or to meet Community Development needs having a particular urgency; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to abide by any and all applicable CDBG program rules and regulations as provided by 24 CFR Part 570; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary in CDBG program funds if the Property acquired by Trustor ceases to meet a national objective in accordance with 24 CFR 570.208, pursuant to its Agreement with Beneficiary, or if Trustor loses through foreclosure, sale, or other circumstances legal possession of the Property; and

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary. The Trustee and Beneficiary agree that the Beneficiary and Trustee under the First Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust or under the Agreement referred to herein.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary in CDBG program funds if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

So long as the SUBRECIPIENT/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the SUBRECIPIENT/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the SUBRECIPIENT/Trustor; and thereafter the Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "C" hereto conveyed to the Trustee by the Trustor under the Deed of Trust. The funds will remain recapturable upon sale or transfer of title.

TRUSTEE acknowledges that the Property is or will be encumbered by a deed of trust (the First Deed of Trust), which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Security Instrument. This Security Instrument will not be subject or subordinate to any replacement of the First Deed of Trust, occurring as a result of any prepayment, refinancing, sale or other transaction.

Trustor also agrees and acknowledges that a Request for Notice, the form of which is attached hereto as Attachment "II", shall be recorded upon the recordation of this Deed of Trust and the Agreement secured hereby.

The following Covenant Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of Nevada Revised States (NRS) 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

The undersigned TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

TRUSTOR:

NEVADA HEALTH CENTERS, INC.

A Nevada non-profit corporation

Linda Costa

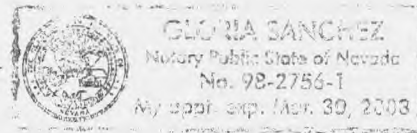
BY: Linda Costa, Chief Administrator

State of Nevada)

County of Clark)

On this 15th day of JAN., 2008, before me, the undersigned, a Notary Public in and for said county and State, personally appeared LINDA COSTA, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Gloria Sanchez
Notary Public



WHEN RECORDED MAIL TO:

Neighborhood Services Department,
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX BILL TO:

Nevada Health Centers
Attn: Linda Costa
4415 Spring Mountain Rd. #103
Las Vegas, NV 89102

EXHIBIT "C"

LEGAL DESCRIPTION

Parcel number 162-02-811-193

Lots Twenty Three through Thirty eight (23-38) in Block Five (5) of AMENDED PLAT OF METROPOLITAN ADDITION, as shown by map thereof on file in book 2 of Plats, Page 12, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER with that vacated portion of Stockton Avenue lying Westerly of and adjacent to the Westerly boundary lines of Lots 23-40, as disclosed by that certain Amended Order of Vacation recorded October 22, 1968 as Document No. 728555 in book 907, Official Records.

The real property or its address is commonly known as 2212 South Eastern Avenue Las Vegas, Nevada 89104.

EXHIBIT "D"

Project Description

The scope of work listed below is for Phase 3 of the remodel project located at 2212 S. Eastern Ave Las Vegas, NV 89104.

- Construction build-out of an interior space for a 2,950 square foot Medical Suite which is part of an existing 10,090 square foot one story building to include re-glazing exterior windows & new doors, re-roofing the entire building, and exterior EIFS finish band over existing plaster

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

ACTION	DATE
1. Neighborhood Services Review	1/14/08
2. Simultaneous Advertising & Building Department Review	1/21/08
3. Bid Opening	2/8/08
4. Bid Award to Contractor	2/15/08
5. 45 Calendar Day Construction Completion	3/31/08

EXHIBIT "F"
PROJECT BUDGET

Organization: Nevada Health Centers
Project: Nevada Health Centers OBGYN & Dental Tenant Improvement
Program: Community Development Block Grant, Fiscal Year 2007-2008

Project Budget*

Account	Description	Amount Authorized
Tenant Improvement	Interior TI of 2,950 sq ft	\$179,960.00
Replace Exterior Doors & Windows		\$14,640.00
Re-roof building	10,400 sq ft	\$96,377.00
Exterior EIFS Finish	1,030 sq ft	\$9,023.00
Total Amount		\$300,000.00

EXHIBIT "G"

YEARLY PROGRAM STATUS/CLIENT STATISTICS REPORT

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

RE: Project: _____
 Represents year _____

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. In addition, the number served for all categories should total, i.e., female and male clients should equal the total number; the numbers in the income columns should also equal the total number. Note: Female Head of Household would not fall under this requirement.

A	B	C
Race Category	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		
Asian/Pacific Islander		
Other Multi-Racial		
TOTAL All Categories		
Female		
Male		
Female Head of Household		
0-30% Extremely-Low	Total	
	Monthly Total	
	Year to Date Total	

ATTACHMENT I

DISCLOSURE OF PRINCIPALS

The principals and partners of _____ and all persons and entities holding more than 1% interest in the _____ or any principal of (_____) are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

Continue list until full and complete disclosure is made.

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

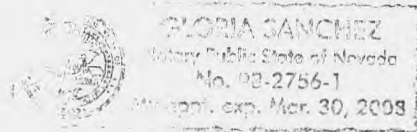
Linda Costa

By: Linda Costa

Title: Chief Administrator

Subscribed and sworn to before me this
15th day of JANUARY, 2008.

Gloria Sanchez
Notary Public



162-02-811-193

ATTACHMENT II
REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Please refer to Attachment "1" which is attached hereto and by reference made a part hereof.

Executed by (SUBRECIPIENT) as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, a copy of any Notice of Default or any Notice of Sale under the Deed of Trust, Neighborhood Services Department at 400 Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

Nevada Health Centers, a Nevada non-profit corporation

BY: Linda Costa
Name and Title
LINDA COSTA, CHIEF ADM.

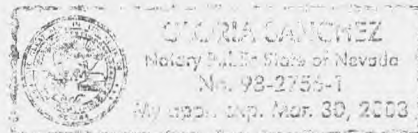
Dated: JANUARY 15, 2008

State of Nevada)

County of Clark)

On this 15th day of JANUARY, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Gloria Sanchez
Notary Public



WHEN RECORDED MAIL TO:

Neighborhood Services Dept.
Attn: Tammy L. Griego
400 Stewart Avenue
Las Vegas, Nevada 89101

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
Between the City of Las Vegas and
Rebuilding Together With Christmas in April

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and **Rebuilding Together With Christmas in April**, a Nevada corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 611 S. 9th Street, Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

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

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet one (or more) of the CDBG Program's three broad National Objectives (defined in 24 CFR Part 570.208) as follows:

1. To benefit low- and moderate-income persons,
2. To aid in the prevention or elimination of slum or blight,
3. To meet Community Development needs having a particular urgency;

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/2008 CDBG-funded project known as **Home Repair** to provide activities eligible under the CDBG Grant program pertaining to construction/rehabilitation as more specifically set out in the attached Exhibit "A", Scope of Services Description, and incorporated herein to this Agreement (the "Project"). It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$125,000** in CDBG funds, hereinafter "CDBG Funds" or "Funds", to be allocated in accordance with the Project Budget as detailed in the attached Exhibit "B". SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A". SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT Program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT Project services in the event that no CDBG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG grant the CITY receives award funds. SUBRECIPIENT Project expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee 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 acknowledges and agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services SUBRECIPIENT Construction/Rehabilitation Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project 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. Failure to abide by any of the above may result in forfeiture of the CDBG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States. Said representatives will be announced, at a

minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

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

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

E. RIGHT TO REVIEW AND AUDIT

1. The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten (10) years, except those records subject to audit findings shall be retained for three (3) years after the period of affordability. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. The SUBRECIPIENT agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning SUBRECIPIENT'S operation hereunder. 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 find that the records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT'S offices to inspect, audit, and retrieve the complete records. The SUBRECIPIENT further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:
 - a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
 - b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
 - c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
 - d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT'S indemnification obligation provided under Section II.C. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.
 - a. SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.
 - b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

5. Primary Coverage. SUBRECIPIENT'S insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

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

J. PERFORMANCE BOND

For all construction activities, SUBRECIPIENT must carry a performance bond of a sufficient amount to ensure performance by any and all private contractors retained to perform activities pertaining to the Scope of Services of this Agreement. Evidence of this must be provided to the Neighborhood Development Division of the City's Neighborhood Services Department. The specific amount of any bond shall be consistent with the Project Budget as defined in Exhibit "F."

K. APPRAISAL OF PROPERTY

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

L. NOTICE TO PROCEED/CONSTRUCTION CONTROL

For any construction activities financed in whole or in part by CDBG funds pursuant to this agreement, SUBRECIPIENT agrees and understands that SUBRECIPIENT may not commence construction until the Director of the City's Neighborhood Services Department (hereinafter referred to as "Director") issues a Notice to Proceed in writing. SUBRECIPIENT further agrees and understands that the City may require the SUBRECIPIENT to use a City approved licensed voucher control company for the construction of the Project, unless specified otherwise in writing by the Director. Once the Notice to Proceed is issued, SUBRECIPIENT must also provide the City with the written minutes of all construction meetings until the Certificate of Occupancy on the Project is received.

M. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, SUBRECIPIENT warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of SUBRECIPIENT, as well as all persons and entities holding more than 1% interest in SUBRECIPIENT or any principal of SUBRECIPIENT. Throughout the term hereof, SUBRECIPIENT shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

N. GROUNDBREAKING/GRAND OPENING EVENTS

The SUBRECIPIENT agrees and understands that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the SUBRECIPIENT. In addition, the SUBRECIPIENT agrees to coordinate any ceremonial events concerning this project with the City to include review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.

O. AGREEMENT TO DEVELOPMENT CONDITIONS

SUBRECIPIENT hereby agrees to comply with any and all development conditions as established by CITY Council, the CITY Planning Commission, the CITY Board of Zoning Adjustment, and by the CITY Planning Department as stated in the "Program Description" section of this Agreement. When necessary, the CITY may amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

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.

DISPOSITION OF PROGRAM INCOME

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, SUBRECIPIENT may retain income from the Project 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.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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

1. **GENERAL--24 CFR 570.600**

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

2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601**

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

3. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTIONS 504 OF THE REHABILITATION ACT OF 1973 24 CFR 570.602(c)**

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

4. **LABOR STANDARDS AND DAVIS BACON ACT 24 CFR 570.603**

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

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**

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

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING 24 CFR 570.606**

SUBRECIPIENT shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, SUBRECIPIENT understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607**

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

9. **LEAD-BASED PAINT, 24 CFR 570.608**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards. The City of Las Vegas Neighborhood Services Department, Neighborhood Development Division staff will provide Lead-Based Paint testing, clearance tests and Risk Assessments when required for CDBG funded housing rehabilitation projects that are to be undertaken by Rebuilding Together With Christmas in April and are located within the city limits of the City of Las Vegas. All Lead-Based Paint activities shall be performed by a U. S. EPA certified Risk Assessor. If the city has no certified Risk Assessor employed by it, the City will be unable to conduct any Lead-Based Paint activities.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609**

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR 570.610

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

12. CONFLICT OF INTEREST 24 CFR 570.611

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

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. 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, 24 CFR Part 21, Subpart F, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. 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.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the

Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

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.

I. COMPLIANCE WITH NATIONAL OBJECTIVES

SUBRECIPIENT and CITY agree that so long as the SUBRECIPIENT shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the City shall retain an interest in the "Property" through a Trust Deed using the following formula.

<u>CDBG Fund Amount</u>	<u>Number of Years to Meet National Objective</u>
\$0 to \$499,999	Five years to meet a National Objective plus an additional five years as specified in HUD Federal regulation 570.503(b)(8)(i), from the date of the Agreement.
\$500,000 or above	Ten Years to meet a National Objective plus an additional five years as specified in HUD Federal regulation 570.503(b)(8)(i), from the date of the Agreement.

Any additional construction or rehabilitation added to a building already meeting a National Objective due to the source of funding for previous work will have additional years added to the final year the original National Objective is shown to be met based on the above formula amounts.

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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received \$25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over \$500,000 in any federal grant funds in the fiscal year received are required to conduct an A-133 audit.

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

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 CDBG Construction/Rehabilitation Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORD KEEPING

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

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires (effectively a fifteen year retention period).

E. PROJECT 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. All expenditures will be reimbursable with

appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements, payroll sheets. SUBRECIPIENT shall not make any changes in the Project budget. Line items may be revised if permission is requested from and approved in writing from the Neighborhood Services Department Director.

F. 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.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to such unexpended portion for other Projects/programs operating under the CITY'S CDBG Program. An extension deadline may be authorized in writing by the CITY Neighborhood Services Director the Director's designee.

H. ACCOUNTING METHODS

Expenditures charged to CITY Fiscal Year indicated above, CDBG funds will be accounted separately from all other revenue sources. SUBRECIPIENT shall maintain these records.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein, which has a unit acquisition cost of \$500 or more, and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income, which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner 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 HUD and/or any applicable federal statutes or regulations require such modification.

B. TERMINATION PROCEDURES

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43.

Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include, but are not limited to:

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 the location specified in EXHIBIT "A", Item G of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

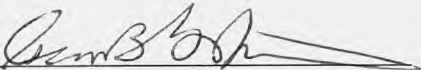
D. NOTIFICATION OF AGENCY CHANGES

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

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

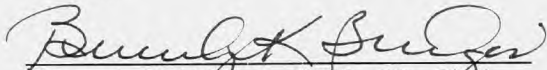
CITY OF LAS VEGAS

Rebuilding Together With Christmas in April


Oscar B. Goodman, Mayor

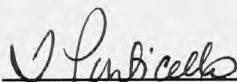

Keith Lane, Executive Director

Attest:


Beverly K. Bridges, CMC, City Clerk

Council Action

March 7, 2007

APPROVED AS TO FORM:  7/27/07

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO
COMPLY WITH DEFERRED LOAN CONDITIONS

I, Keith Lane, Executive Director of Rebuilding Together with Christmas in April, (SUBRECIPIENT), a non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of **\$125,000** and the conditions imposed upon that loan contained in the Community Development Block Grant (CDBG) Agreement to Loan CDBG Program Funds to (SUBRECIPIENT) for Home Repair, approved by the City Council of the City of Las Vegas, Nevada on the 7th day of March, 2007, a copy of which is attached hereto and incorporated herein.

Executed this 1st day of July, 2007.

Rebuilding Together With Christmas in April

By: _____
Keith Lane, Executive Director

State of Nevada)

County of Clark)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ____(Name)____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

ORDER NO. _____

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

- 1) Subject to receipt of the CDBG funding from the federal government, the City will provide up to the amount of CDBG funding identified in I.A. of the Agreement to the SUBRECIPIENT for the purposes described as follows:

Home Repair

- 2) Opportunities, which may enhance, or constraints, which may limit the ability of SUBRECIPIENT to effectively implement said Project in the City of Las Vegas.

A. PROJECT DATA

Subrecipient will provide the Neighborhood Services Director with client usage records on an annual basis commencing one year from the date of receipt of Certificate of Occupancy during the period of the Agreement utilizing Exhibit "C," Yearly Program Status/Client Statistics Reports of the Agreement or a reasonable facsimile thereof. These records will contain but are not limited to, the following data:

- 1) Total clients served;
- 2) Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other; Number of clients who report a Hispanic ethnicity;
- 3) Number and percentage of Low and Moderate Income clients as defined by HUD
- 4) Number of handicapped clients served; Number of senior citizens served;
- 5) Number of female head-of-households served;
- 6) Statement of Program year goals cited in SUBRECIPIENT application and measurable accomplishments toward achieving said goals through reporting date of said report.

These reports shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division.

B. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or SUBRECIPIENT as follows:

CITY: Mr. Stephen K. Harsin, AICP, Director
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

SUBRECIPIENT Mr. Keith Lane, Executive Director
Rebuilding Together With Christmas in april
611 S. 9th Street
Las Vegas, NV 89101

EXHIBIT "B"
PROJECT BUDGET

Organization: Rebuilding Together With Christmas in April
Project: Home Repair
Program: Community Development Block Grant, Fiscal Year 2007/08

Project Budget*

Account	Description	Amount Authorized
991105	Home Repair	\$125,000
Total Amount		\$125,000

EXHIBIT "C" **MONTHLY PROGRAM STATUS/CLIENT STATISTICS REPORT**

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

RE: Project: _____
 Represents year _____

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. In addition, the number served for all categories should total, i.e., female and male clients should equal the total number; the numbers in the income columns should also equal the total number. Note: Female Head of Household would not fall under this requirement.

A	B	C
Race Category	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		
Asian/Pacific Islander		
Other Multi-Racial		
TOTAL All Categories		
Female		
Male		
Female Head of Household		
0-30% Extremely-Low	Total	
	Monthly Total	
	Year to Date Total	

ATTACHMENT I

DISCLOSURE OF PRINCIPALS

The principals and partners of _____ *and all persons and entities holding more than 1% interest in the* _____ or any principal of (_____) are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____