

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: MARCH 7, 2007**

**DEPARTMENT: NEIGHBORHOOD SERVICES**

**DIRECTOR: STEPHEN HARSIN**

☐ Consent ☒ Discussion

**SUBJECT:**

Discussion and possible action on an allocation of \$5,251,820 in FY 2007-2008 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) – All Wards

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$5,251,820

Funding Source: HUD-CDBG

Dept./Division: Neighborhood Services/Neighborhood Development

**PURPOSE/BACKGROUND:**

For Fiscal Year 2007-2008, the city of Las Vegas has been notified by the United States Department of Housing and Urban Development (HUD) that the City will receive \$5,251,820 in Community Development Block Grant (CDBG) funds. Neighborhood Services staff shall complete all HUD required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

**RECOMMENDATION:**

Staff recommends approval of the CDBG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. Submitted after meeting – Executed Community Development Block Grant Agreements

Motion made by GARY REESE to Approve the recommended allocations for Items 67-69, excluding the recommended allocation for Catholic Charities

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Motion made by GARY REESE to Approve the recommended allocation to Catholic Charities for Items 67-69

**CITY COUNCIL MEETING OF: MARCH 7, 2007**

Passed For: 4; Against: 0; Abstain: 2; Did Not Vote: 0; Excused: 0

OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-LOIS TARKANIAN, LARRY BROWN); (Did Not Vote-None); (Excused-None)

NOTE: COUNCILMAN WOLFSON disclosed that he is a member of the Clark County Bar Association and the Latin Chamber of Commerce, and he has clients that have utilized the services of HELP of Southern Nevada, Salvation Army and Shade Tree. He did not feel that his connection to the aforementioned organizations would affect his ability to remain impartial; therefore, he would vote. Also, COUNCILMEMBERS BROWN and TARKANIAN disclosed that, as members of the Board of Trustees of Catholic Charities of Southern Nevada, they would have to abstain on the allocation to Catholic Charities.

Minutes:

See Item 67 for related discussion.





# Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 7, 2007

Date Submitted: March 17, 2008

Amendment to Item #68

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Purpose of Amendment:

Executed Document Added to the Final Minutes as follows:

- 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

Submitted By: Stacy Campbell

Signature: Brenda K. Sledge  
City Clerk or Chief Deputy

Date: 3/21/2008

# Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 7, 2007

Date Submitted: February 29, 2008

Amendment to Item #68

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Purpose of Amendment:

Executed Documents Added to the Final Minutes as follows:

- Executed Community Development Block Grant Agreement between the City of Las Vegas and Nevada Health Centers in the amount of \$300,000.00 for OBGYN & Dental Rehabilitation
- Memorandum of Understanding between the City of Las Vegas Neighborhood Services Department and the City of Las Vegas Department of Leisure Services for Youth Scholarship Programs – Leisure Division in the amount of \$84,766.00
- Memorandum of Understanding between the 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 in the amount of \$13,900.00

Submitted By:

Stacy Campbell

Signature:

Beverly K. Bridges

City Clerk or Chief Deputy

Date:

3/7/08

# Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 7, 2007

Date Submitted: October 10, 2007

Amendment to Item #68

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Purpose of Amendment:

Executed Agreement Added to the Final Minutes as follows:

- Community Development Block Grant Agreement between the City of Las Vegas and HELP of Southern Nevada in the amount of \$10,000.

Submitted By: \_\_\_\_\_

*Harry Campbell*

Signature: \_\_\_\_\_

*Dennis K. Bridges*

City Clerk or ~~Chief Deputy~~

Date: \_\_\_\_\_

*10/10/2007*

## AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on an allocation of \$5,251,820 in FY 2007-2008 Community Development Block Grant (CDBG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) – All Wards

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### Summary of Total grant RECOMMENDED ALLOCATIONS

| <u>AGENCY</u>                                | <u>Recommendation</u> |
|----------------------------------------------|-----------------------|
| CHILD CARE                                   |                       |
| Nevada Association of Latin Americans (NALA) | \$38,189              |
| Positively Kids                              | \$36,254              |
| Sunrise Children's Foundation                | \$45,000              |
| Variety Day Home                             | \$45,000              |
| CLV Safekey-Various Sites                    | \$60,000              |
| Total Recommended - Child Care               | \$224,443             |
| LIFE SKILLS                                  |                       |
| Blind Center of NV                           | \$15,000              |
| Catholic Charities - 1                       | \$20,000              |
| Community Counseling #2                      | \$10,000              |
| Consumer Credit Counseling                   | \$10,000              |
| Family Promise                               | \$21,555              |
| Key Foundation                               | \$20,000              |
| Salvation Army                               | \$25,000              |
| Transition Services                          | \$10,000              |
| Total Recommended – Life Skills              | \$131,555             |
| SOCIAL SERVICES                              |                       |
| Catholic Charities - 2                       | \$10,000              |
| Center for Independent Living                | \$44,162              |
| Community Counseling #1                      | \$10,000              |
| Give Me A Break                              | \$10,000              |
| HELP Of SNV                                  | \$10,000              |
| Helping Hands of Vegas Valley                | \$10,000              |
| Jude 22                                      | \$20,281              |
| Latin Chamber of Commerce                    | \$10,000              |
| Lutheran Social Services                     | \$30,000              |
| Rebuilding Together Christmas in April       | \$10,000              |
| Total Recommended – Social Services          | \$164,443             |



# City of Las Vegas

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## YOUTH / ALTERNATIVE EDUCATION

|                                                    |                  |
|----------------------------------------------------|------------------|
| AAC Athletics                                      | \$10,000         |
| Clark County Bar Assoc.                            | \$12,500         |
| Girl Scouts                                        | \$10,000         |
| Las Vegas Art Museum                               | \$10,000         |
| Las Vegas Heat Track Club                          | \$10,000         |
| Las Vegas Natural History Museum                   | \$12,818         |
| Lied Discovery Museum                              | \$10,848         |
| Southern NV Public TV                              | \$12,500         |
| Spread the Word Nevada: Kids to Kids               | \$10,000         |
| CLV Leisure Services Youth Programs                | \$98,666         |
| <b>Total Recommended – Youth / Alternative Ed.</b> | <b>\$197,332</b> |

CDBG Public Service Funds Recommended by CDRB (Max 15%) \$717,773

## CONSTRUCTION

|                                             |                  |
|---------------------------------------------|------------------|
| James Seastrand Helping Hands of NLV, Inc   | \$8,000          |
| Las Vegas-Clark County Urban League         | \$95,000         |
| Nevada Health Centers                       | \$300,000        |
| Temple Beth Am                              | \$30,000         |
| Rebuilding Together with Christmas in April | \$125,000        |
|                                             | <b>\$558,000</b> |

CDBG Construction Funds Recommended by CDRB \$558,000

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Total CDBG Funds Recommended by CDRB \$1,275,773

CDBG Tenant Based Rental Assistance – Public Service \$70,000

Single Family Rehabilitation \$200,000

East Las Vegas Community Center Bond Payment \$1,044,606

CLV Future CDBG Construction Projects \$1,611,077

CDBG Administration and Fair Housing (20% Max) \$1,050,364

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Total CDBG Funds \$5,251,820

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**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**  
**between the CITY OF LAS VEGAS and**  
**Nevada Association of Latin Americans (NALA) #1**

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 Association of Latin Americans (NALA) #1**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 323 N Maryland Pkwy Las Vegas, 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 **Child Care/ Pre-School 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 **\$38,189** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

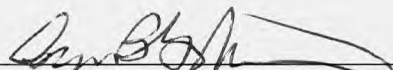
**D. NOTIFICATION OF AGENCY CHANGES**

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.

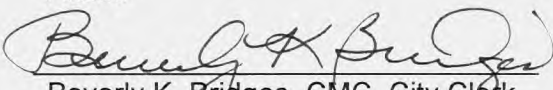
**CITY OF LAS VEGAS**

Nevada Association of Latin Americans (NALA)  
#1

  
Oscar B. Goodman, Mayor

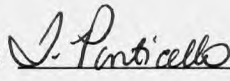
  
Teresa De La Torre, Executive Director

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 child care.

Tasks to be Performed:

Program helps children between 2 and 6 years old to develop physically, intellectually, and socially, while offering nutritious breakfast, lunch, and afternoon snacks. Funding request is for salaries of 2 full time teachers.

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

Provide low cost child care to at least 23 children. Ensure that children are at appropriate levels to enter school, testing is done twice a year.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

#### **Childcare/Pre-School Scope of Services**

##### Principal Tasks

The Subrecipient will be responsible for providing day care/safekey/preschool and related services to eligible children over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible day care 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 a day care center, pre-school program or safekey program. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served.
- 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 fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. 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 should be used for the families from 50% - 80% of median income, as they will not qualify for other forms of childcare assistance, which are available for poverty level clients. City CDBG funds may only be utilized by children from families in the City of Las Vegas with incomes that meet the above mentioned income criteria. Upon meeting the income eligibility criteria, enrollment in the subsidized day care slots may be approved.
- 4). Families should be provided the option of enrolling their children in either part-time or full-time day care slots, provided that children from eligible low-moderate income families occupy 50% of the "full time equivalent" slots available at the day care center provided through CDBG funding.
- 5). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the on-site day care and any related services are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 6). Per the United States Department of Agriculture Standards, provide two nutritionally balanced snacks and a warm lunch every day for participating children.
- 7). As part of the day care services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 8). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the children receiving day care 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: Nevada Association of Latin Americans (NALA) #1 | Phone: 3826252 |
| Project: Child Care/ Pre-School Program                 | FAX: 3837021   |
| Contact Person: Teresa De La Torre                      | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        | \$38,189        |                |                    |                 |
| Operating Costs         |                 |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$38,189        |                |                    |                 |

\_\_\_\_\_  
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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Positively Kids, 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 **Positively Kids, Inc.**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 3753 Howard Hughes Pkwy. Ste. 200 Las Vegas, NV 89109.

WITNESSETH

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

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

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

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

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

**I. SCOPE OF SERVICE**

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Positively Kids Home Care 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 **\$36,254** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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**

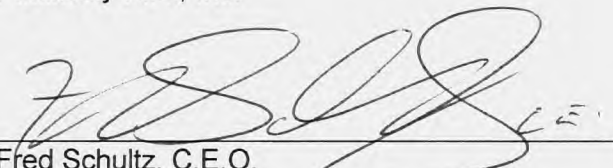
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

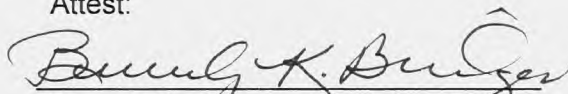
**CITY OF LAS VEGAS**

Positively Kids, Inc.

  
Oscar B. Goodman, Mayor

  
Fred Schultz, C.E.O.

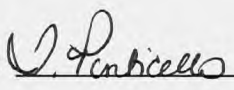
Attest:

  
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 therapeutic child care and in-home skilled nursing to medically fragile or terminally ill children.

Tasks to be Performed:

Provide medically fragile children and their families with child care and in-home skilled nursing and therapeutic care.

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

Provide 50 low income, medically fragile children with respite, child care and social services.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

#### **Childcare/Pre-School Scope of Services**

##### Principal Tasks

The Subrecipient will be responsible for providing day care/safekey/preschool and related services to eligible children over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible day care 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 a day care center, pre-school program or safekey program. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served.
- 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 fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. 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 should be used for the families from 50% - 80% of median income, as they will not qualify for other forms of childcare assistance, which are available for poverty level clients. City CDBG funds may only be utilized by children from families in the City of Las Vegas with incomes that meet the above mentioned income criteria. Upon meeting the income eligibility criteria, enrollment in the subsidized day care slots may be approved.
- 4). Families should be provided the option of enrolling their children in either part-time or full-time day care slots, provided that children from eligible low-moderate income families occupy 50% of the "full time equivalent" slots available at the day care center provided through CDBG funding.
- 5). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the on-site day care and any related services are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 6). Per the United States Department of Agriculture Standards, provide two nutritionally balanced snacks and a warm lunch every day for participating children.
- 7). As part of the day care services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 8). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the children receiving day care 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: Positively Kids, Inc.                       | Phone: 2620037 |
| Project: Positively Kids Home Care Services Program | FAX: 2620252   |
| Contact Person: Fred Schultz                        | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        |                 |                |                    |                 |
| Operating Costs         |                 |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  | \$36,254        |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$36,254        |                |                    |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

Represents Month \_\_\_\_\_

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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Sunrise Children's Foundation**

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 **Sunrise Children's Foundation**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 3196 S. Maryland Pkwy. #307 Las Vegas, NV 89109.

WITNESSETH

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

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

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

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

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

**I. SCOPE OF SERVICE**

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **HIPPY 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 **\$45,000** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

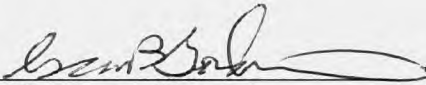
**D. NOTIFICATION OF AGENCY CHANGES**

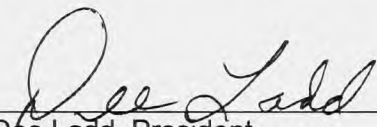
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

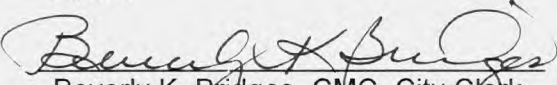
**CITY OF LAS VEGAS**

Sunrise Children's Foundation

  
Oscar B. Goodman, Mayor

  
Dee Ladd, President

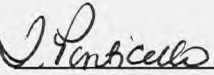
Attest:

  
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 low income and limited English proficient children preschool opportunities.

Tasks to be Performed:

Provide 40 children from 3 - 5 preschool and school readiness.

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

Provide 40 low income children and their families with in home pre-school.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

#### **Childcare/Pre-School Scope of Services**

##### Principal Tasks

The Subrecipient will be responsible for providing day care/safekey/preschool and related services to eligible children over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible day care 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 a day care center, pre-school program or safekey program. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served.
- 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 fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. 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 should be used for the families from 50% - 80% of median income, as they will not qualify for other forms of childcare assistance, which are available for poverty level clients. City CDBG funds may only be utilized by children from families in the City of Las Vegas with incomes that meet the above mentioned income criteria. Upon meeting the income eligibility criteria, enrollment in the subsidized day care slots may be approved.
- 4). Families should be provided the option of enrolling their children in either part-time or full-time day care slots, provided that children from eligible low-moderate income families occupy 50% of the "full time equivalent" slots available at the day care center provided through CDBG funding.
- 5). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the on-site day care and any related services are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 6). Per the United States Department of Agriculture Standards, provide two nutritionally balanced snacks and a warm lunch every day for participating children.
- 7). As part of the day care services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 8). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the children receiving day care 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: Sunrise Children's Foundation | Phone: 7318373 |
| Project: HIPPY Program                | FAX: 7318372   |
| Contact Person: Dee Ladd              | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        |                 |                |                    |                 |
| Operating Costs         | \$45,000        |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$45,000        |                |                    |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# EXHIBIT "C"

## MONTHLY REPORTS

Clients Served & Program Goals Met This Month

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

RE: Agency/Project: Sunrise Children's Foundation HIPPY 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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Variety Day Home**

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 **Variety Day Home**, 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, 990 "D" Street Las Vegas, NV 89106.

WITNESSETH

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

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

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

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

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

**I. SCOPE OF SERVICE**

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Variety Day Home Child Care Scholarships** 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 **\$45,000** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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**

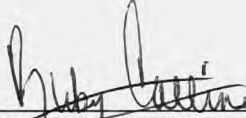
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

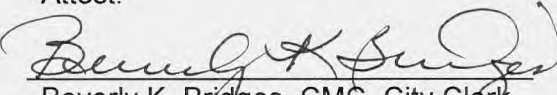
**CITY OF LAS VEGAS**

Variety Day Home

  
\_\_\_\_\_  
Oscar B. Goodman, Mayor

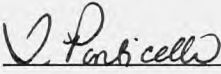
  
\_\_\_\_\_  
Ruby Collins, Executive Director

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 free or reduced child care.

Tasks to be Performed:

Scholarships to enable at least 14 low income children per week the ability to attend the child care program.

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

Ensure that a minimum of 14 scholarship spaces are available on a weekly basis, to enable children to have academic skills necessary to enter school.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

#### **Childcare/Pre-School Scope of Services**

##### Principal Tasks

The Subrecipient will be responsible for providing day care/safekey/preschool and related services to eligible children over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible day care 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 a day care center, pre-school program or safekey program. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served.
- 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 fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. 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 should be used for the families from 50% - 80% of median income, as they will not qualify for other forms of childcare assistance, which are available for poverty level clients. City CDBG funds may only be utilized by children from families in the City of Las Vegas with incomes that meet the above mentioned income criteria. Upon meeting the income eligibility criteria, enrollment in the subsidized day care slots may be approved.
- 4). Families should be provided the option of enrolling their children in either part-time or full-time day care slots, provided that children from eligible low-moderate income families occupy 50% of the "full time equivalent" slots available at the day care center provided through CDBG funding.
- 5). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the on-site day care and any related services are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 6). Per the United States Department of Agriculture Standards, provide two nutritionally balanced snacks and a warm lunch every day for participating children.
- 7). As part of the day care services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 8). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the children receiving day care 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: Variety Day Home                          | Phone: 6474907 |
| Project: Variety Day Home Child Care Scholarships | FAX: 6474304   |
| Contact Person: Ruby Collins                      | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        | \$45,000        |                |                    |                 |
| Operating Costs         |                 |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$45,000        |                |                    |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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

### SAFEKEY BEFORE AND AFTER SCHOOL PROGRAMS

#### 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 year 2007/2010 HUD Entitlement Grant, and the City has allocated funds to the City of Las Vegas Department of Leisure Services, Recreation Division (hereinafter "LEISURE or SUBRECIPIENT") for the Safekey Scholarship Program; 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 the Safekey Before and After School 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 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 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 in order to participate in the Program.

3. LEISURE will be required to collect for and provide to NEIGHBORHOOD SERVICES, program accomplishments and usage records beginning July 1<sup>st</sup> of the applicable fiscal year until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 agrees to utilize CDBG funds for Safekey Scholarships 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 7<sup>th</sup> 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 expressly agrees and understands that LEISURE 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 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 570.505 until five (5) years after LEISURE 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 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 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 will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the environmental review process under the provisions of 24 CFR Part 58.

10. It is specifically understood and agreed by LEISURE that NEIGHBORHOOD SERVICES shall not be obligated to pay any monies to LEISURE 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 also understands and agrees in accordance with 24 CFR Part 85.43 that NEIGHBORHOOD SERVICES may suspend or terminate this MOU if LEISURE 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 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 1<sup>st</sup> 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 1<sup>st</sup> through June 30<sup>th</sup> 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 31<sup>st</sup> 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 15<sup>th</sup> 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 31<sup>st</sup> of the program year, and corresponding forms received by April 15<sup>th</sup> 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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>.

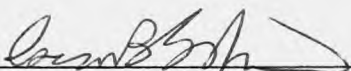
### AMENDMENT

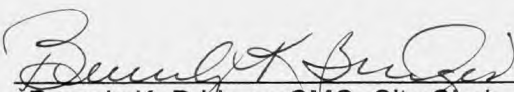
13. This MOU constitutes the entire understanding of the parties concerning the subject matter hereof, and no prior agreement between the parties except as contained herein. This MOU may be amended solely by means of amendment signed by both parties.

### 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, CMC, 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 7, 2007

APPROVED AS TO FORM:

  
3/1/08

## EXHIBIT "A"

### SCOPE OF SERVICES

#### Safekey Before/After School Programs

##### *1. Scope of Services to be Provided*

###### Purpose of Services:

Provide Safekey before/after school programs and activities at various Elementary Schools in the low/mod income areas of the City. This allows parents to work, and children to have a safe environment.

###### Tasks to be Performed:

Provide scholarships for low and moderate-income children to attend programs and participate in before/after school classes.

###### Level of Service to be Provided:

This program will benefit approximately 200 low or moderate income youths primarily in Ward 3 and Ward 5, Census Tracts 3.01, 3.02, 35, 5.03, and 5.04, however, assistance may be provided to income eligible youths throughout the city.

###### Measurable Goals for Grant period

Actively recruit children in economically depressed areas of the city, with an emphasis on Ward 3 and Ward 5 by offering a low-cost fee, based on a sliding scale, for the Safekey, Before and After School Programs to qualifying parents.



## EXHIBIT "B"

### PROGRAM BUDGET

**Organization:** City of Las Vegas, Department of Leisure Activities  
**Project:** Safekey After School Programs  
**Programs:** Community Development Block Grant, Fiscal Year 2007/2008

#### Program Budget

| Description                                       | Amount Authorized   |
|---------------------------------------------------|---------------------|
| Direct Client Services – Scholarships for Safekey | \$ 60,000.00        |
| <b>TOTAL AMOUNT</b>                               | <b>\$ 60,000.00</b> |

# 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: CLV Leisure Services           | Phone: |
| Project: Safekey After School Programs | FAX:   |
| Contact Person:                        | E-mail |

| Account Title          | Budgeted Amount | Previous Drawdowns | Request Amount | Remaining Funds |
|------------------------|-----------------|--------------------|----------------|-----------------|
|                        |                 |                    |                |                 |
| Wages & Benefits       |                 |                    |                |                 |
|                        |                 |                    |                |                 |
| Operating Costs        |                 |                    |                |                 |
|                        |                 |                    |                |                 |
| Direct Client Services | \$60,000.00     |                    |                |                 |
|                        |                 |                    |                |                 |
| TOTAL                  | \$60,000.00     |                    |                |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Neighborhood Services Department  
 Neighborhood Development Division  
 400 Stewart, 2<sup>nd</sup> 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 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                 |                      |                         |                           |                             |
| <b>TOTAL ALL CATEGORIES</b>            |                      |                         |                           |                             |
| 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 |
|-----------------------|------------|--------------|------|
|-----------------------|------------|--------------|------|

### 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 15<sup>th</sup> 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 "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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

| <b>HOUSEHOLD SIZE</b><br>Please check the box next to the total number of people that live in the household. | <b>HOUSEHOLD INCOME<sup>1</sup></b><br>Please check the box next to the total income of your household.<br>Count all income of all household members. |                                             |                                             |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> 1 person                                                                            | <input type="checkbox"/> less than \$12,400                                                                                                           | <input type="checkbox"/> less than \$20,650 | <input type="checkbox"/> less than \$33,100 |
| <input type="checkbox"/> 2 people                                                                            | <input type="checkbox"/> less than \$14,200                                                                                                           | <input type="checkbox"/> less than \$23,600 | <input type="checkbox"/> less than \$37,800 |
| <input type="checkbox"/> 3 people                                                                            | <input type="checkbox"/> less than \$15,950                                                                                                           | <input type="checkbox"/> less than \$26,550 | <input type="checkbox"/> less than \$42,550 |
| <input type="checkbox"/> 4 people                                                                            | <input type="checkbox"/> less than \$17,750                                                                                                           | <input type="checkbox"/> less than \$29,550 | <input type="checkbox"/> less than \$47,300 |
| <input type="checkbox"/> 5 people                                                                            | <input type="checkbox"/> less than \$19,150                                                                                                           | <input type="checkbox"/> less than \$31,900 | <input type="checkbox"/> less than \$51,050 |
| <input type="checkbox"/> 6 people                                                                            | <input type="checkbox"/> less than \$20,550                                                                                                           | <input type="checkbox"/> less than \$34,250 | <input type="checkbox"/> less than \$54,850 |
| <input type="checkbox"/> 7 people                                                                            | <input type="checkbox"/> less than \$22,000                                                                                                           | <input type="checkbox"/> less than \$36,600 | <input type="checkbox"/> less than \$58,650 |
| <input type="checkbox"/> 8 people                                                                            | <input type="checkbox"/> less than \$23,400                                                                                                           | <input type="checkbox"/> less than \$38,950 | <input type="checkbox"/> less than \$62,400 |

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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 any member of your household:**

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

**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**  
**Blind Center of Nevada, 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 **Blind Center of Nevada, Inc.**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 1001 N. Bruce 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 **Back To Work** 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 **\$15,000** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

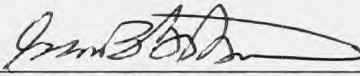
**D. NOTIFICATION OF AGENCY CHANGES**

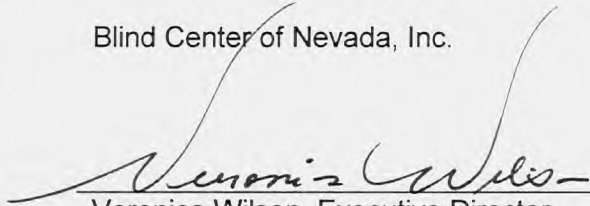
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

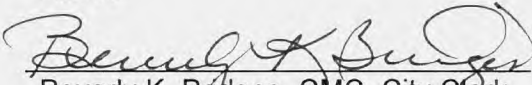
**CITY OF LAS VEGAS**

Blind Center of Nevada, Inc.

  
Oscar B. Goodman, Mayor

  
Veronica Wilson, Executive Director

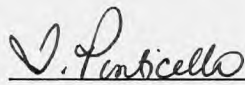
Attest:

  
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 job readiness and life skills to visually impaired clients.

Tasks to be Performed:

Visually impaired/blind adults will learn new life and job skills to increase self-sufficiency and opportunities for employment.

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

At least 11 clients will visit the center for services during the year, 17 will learn new life and job skills, 13 will secure employment as a result of the program.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

## **Life Skills Scope of Services**

### **Principal Tasks**

The Subrecipient will be responsible for providing Life Skills and English As a Second Language related services to eligible clients over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible educational/vocational 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, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)
- 3). Perform eligibility determinations utilizing either applications or intake forms. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.
- 4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing housing and social related services are appropriate for the enrolled population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5). As part of the life skills and social services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6). Ensure that English As a Second Language classes are held on days and times most appropriate for the population served.
- 7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving Life skills and English As a Second Language 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: Blind Center of Nevada, Inc. | Phone: 6426000 |
| Project: Back To Work                | FAX: 6496739   |
| Contact Person: Veronica Wilson      | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        |                 |                |                    |                 |
| Operating Costs         | \$15,000        |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$15,000        |                |                    |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# EXHIBIT "C"

## MONTHLY REPORTS

Clients Served & Program Goals Met This Month

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

RE: Agency/Project: Blind Center of Nevada, Inc. Back To Work  
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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:                                         |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Catholic Charities of Southern NV #PS1**

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 **Catholic Charities of Southern NV #PS1**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 1501 Las Vegas 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 **St. Vincent HELP Apartments** 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 **\$20,000** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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**

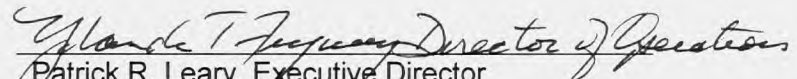
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

Catholic Charities of Southern NV #PS1

  
Oscar B. Goodman, Mayor

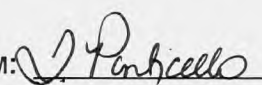
  
Patrick R. Leary, Executive Director

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 casemanagement and permanent affordable housing.

Tasks to be Performed:

Provide client services such as bus tokens, case management and transportation to 120 clients residing in the St. Vincent HELP Apartments.

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

Provide case management to at least 69 clients who reside in transitional housing.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

**Life Skills  
Scope of Services**

**Principal Tasks**

The Subrecipient will be responsible for providing Life Skills and English As a Second Language related services to eligible clients over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible educational/vocational 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, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)
- 3). Perform eligibility determinations utilizing either applications or intake forms. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.
- 4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing housing and social related services are appropriate for the enrolled population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5). As part of the life skills and social services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6). Ensure that English As a Second Language classes are held on days and times most appropriate for the population served.
- 7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving Life skills and English As a Second Language 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: Catholic Charities of Southern NV #PS1 | Phone: 3852662 |
| Project: St. Vincent HELP Apartments           | FAX: 3840677   |
| Contact Person: Patrick R. Leary               | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        |                 |                |                    |                 |
| Operating Costs         | \$20,000        |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$20,000        |                |                    |                 |

\_\_\_\_\_  
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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Community Counseling Center #2**

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 **Community Counseling Center #2**, 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, 1120 Almond Tree Lane, Ste. #207 Las Vegas, NV 89104.

WITNESSETH

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

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

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

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

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

**I. SCOPE OF SERVICE**

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Life Skills for Recovering Substance Abusers** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

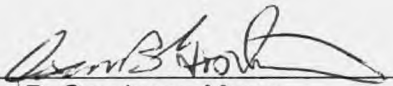
**D. NOTIFICATION OF AGENCY CHANGES**

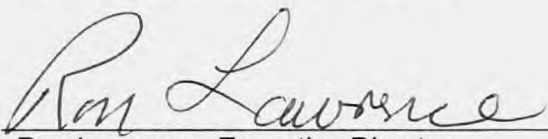
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

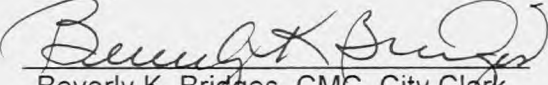
**CITY OF LAS VEGAS**

Community Counseling Center #2

  
Oscar B. Goodman, Mayor

  
Ron Lawrence, Executive Director

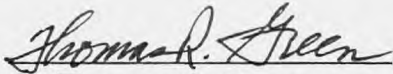
Attest:

  
Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

  
Thomas R. Green

**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

1. *Scope of Services to be provided.*

Purpose of Services:

Provide education and life skills training to clients with substance abuse problems.

Tasks to be Performed:

Provide education and life skills to clients with with substance abuse issues.

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

Provide educational and life skills classes to at least 92 dually diagnosed clients.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

Expanded Scope of Services here

There are 4 Expanded Scopes of Service, one of which is inserted here based on the type of program it is:

Child Care  
Social Services  
Life Skills  
Youth Programs

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: Community Counseling Center #2                | Phone: 3698700 |
| Project: Life Skills for Recovering Substance Abusers | FAX: 3698489   |
| Contact Person: Ron Lawrence                          | 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

## Clients Served & Program Goals Met This Month

RE: Agency/Project: Community Counseling Center #2 Life Skills for  
Recovering Substance Abusers

---

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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:                                         |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Consumer Credit Counseling Service of So. NV**

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 **Consumer Credit Counseling Service of So. NV**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 2650 S. Jones Las Vegas, NV 89146.

WITNESSETH

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

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

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

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

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

**I. SCOPE OF SERVICE**

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Earn It! Keep It! Save It!** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

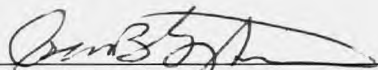
**D. NOTIFICATION OF AGENCY CHANGES**

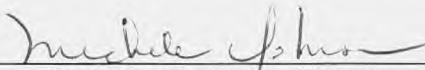
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

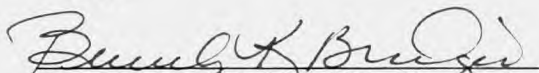
**CITY OF LAS VEGAS**

Consumer Credit Counseling Service of So. NV

  
Oscar B. Goodman, Mayor

  
Michele Johnson, Executive Director

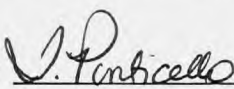
Attest:

  
Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:

 12/19/07



**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

1. *Scope of Services to be provided.*

Purpose of Services:

Provide free tax preparation and financial counseling to low income clients.

Tasks to be Performed:

Provide free tax preparation and financial literacy to low income clients.

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

Provide at least 443 low income clients with free preparation of tax returns.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

### **Life Skills Scope of Services**

#### **Principal Tasks**

The Subrecipient will be responsible for providing Life Skills and English As a Second Language related services to eligible clients over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible educational/vocational 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, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)
- 3). Perform eligibility determinations utilizing either applications or intake forms. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.
- 4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing housing and social related services are appropriate for the enrolled population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5). As part of the life skills and social services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6). Ensure that English As a Second Language classes are held on days and times most appropriate for the population served.
- 7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving Life skills and English As a Second Language 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: Consumer Credit Counseling Service of So. NV | Phone: 3640344 |
| Project: Earn It! Keep It! Save It!                  | FAX: 3645836   |
| Contact Person: Michele Johnson                      | 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



### Clients Served & Program Goals Met This Month

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

RE: Agency/Project: Consumer Credit Counseling Service of So. NV Earn It! Keep It! Save It!

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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:                                         |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Family Promise**

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 **Family Promise**, 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, PO Box 270128 Las Vegas, NV 891274128.

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 **Building Community for Homeless Families** 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 **\$21,555** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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**

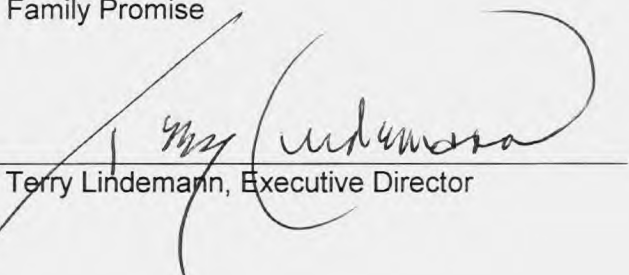
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

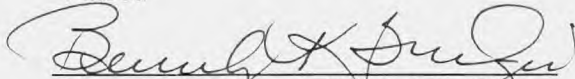
**CITY OF LAS VEGAS**

Family Promise

  
Oscar B. Goodman, Mayor

  
Terry Lindemann, Executive Director

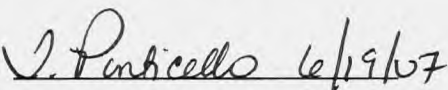
Attest:

  
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 families with emergency shelter for a week at a time by partnering with various churches who allow the clients to stay at the church.

Tasks to be Performed:

Provide emergency shelter for homeless families at various churches.

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

Provide temporary, emergency housing to up to 73 family members to alleviate homelessness.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

### **Life Skills Scope of Services**

#### **Principal Tasks**

The Subrecipient will be responsible for providing Life Skills and English As a Second Language related services to eligible clients over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible educational/vocational 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, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)
- 3). Perform eligibility determinations utilizing either applications or intake forms. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.
- 4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing housing and social related services are appropriate for the enrolled population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5). As part of the life skills and social services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6). Ensure that English As a Second Language classes are held on days and times most appropriate for the population served.
- 7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving Life skills and English As a Second Language 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: Family Promise                            | Phone: 6388806 |
| Project: Building Community for Homeless Families | FAX: 6380004   |
| Contact Person: Terry Lindemann                   | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        |                 |                |                    |                 |
| Operating Costs         | \$21,555        |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$21,555        |                |                    |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Clients Served & Program Goals Met This Month

RE: Agency/Project: Family Promise Building Community for Homeless Families

| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> Hispanic                |

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**  
**between the CITY OF LAS VEGAS and**  
**Key Foundation**

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 **Key Foundation**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 301 Oakford St. Las Vegas, NV 89110.

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 **Jobs for Veterans** 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 **\$20,000** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

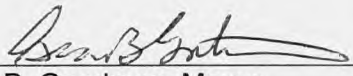
**D. NOTIFICATION OF AGENCY CHANGES**

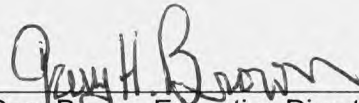
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

Key Foundation

  
Oscar B. Goodman, Mayor

  
Gary Brown, Executive Director

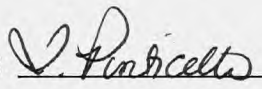
Attest:

  
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 jobs for homeless Veterans to achieve self sufficiency.

Tasks to be Performed:

Provide jobs and job readiness for homeless Veterans and other homeless clients.

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

Provide up to 146 veterans and low income clients with job opportunities.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

### **Life Skills Scope of Services**

#### **Principal Tasks**

The Subrecipient will be responsible for providing Life Skills and English As a Second Language related services to eligible clients over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible educational/vocational 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, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)
- 3). Perform eligibility determinations utilizing either applications or intake forms. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.
- 4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing housing and social related services are appropriate for the enrolled population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5). As part of the life skills and social services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6). Ensure that English As a Second Language classes are held on days and times most appropriate for the population served.
- 7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving Life skills and English As a Second Language 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: Key Foundation     | Phone: 3840202 |
| Project: Jobs for Veterans | FAX: 3840204   |
| Contact Person: Gary Brown | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        |                 |                |                    |                 |
| Operating Costs         | \$20,000        |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$20,000        |                |                    |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# EXHIBIT "C"

## MONTHLY REPORTS

Clients Served & Program Goals Met This Month

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

RE: Agency/Project: Key Foundation Jobs for Veterans  
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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Salvation Army**

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 **Salvation Army**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, PO Box 28369 Las Vegas, NV 89126.

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 **Vocational Training Services** 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 **\$25,000** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

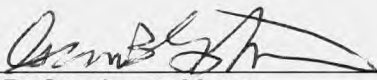
**D. NOTIFICATION OF AGENCY CHANGES**

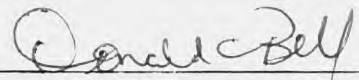
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

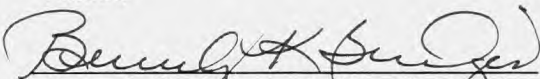
**THE Salvation Army**

  
Oscar B. Goodman, Mayor

  
DONALD C. BELL, Vice President

Attest:

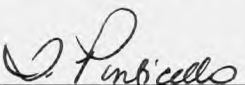
  
Michael J. Woodruff, Secretary

  
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 job training and job readiness to homeless clients.

Tasks to be Performed:

Provide job training for clients by providing them in-house employment training.

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

Provide job training for up to 369 low income homeless clients to assist them with self sufficiency.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup>. 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: Salvation Army                | Phone: 8704430 |
| Project: Vocational Training Services | FAX: 8704087   |
| Contact Person: William Raihl         | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        |                 |                |                    |                 |
| Operating Costs         | \$25,000        |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$25,000        |                |                    |                 |

\_\_\_\_\_  
Signature Date

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

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

RE: Agency/Project: Salvation Army Vocational Training Services  
 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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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 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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Transition 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 **Transition 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, 1807 W. Charleston Blvd. Las Vegas, NV 89102.

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 **The Studio** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

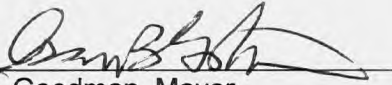
**D. NOTIFICATION OF AGENCY CHANGES**

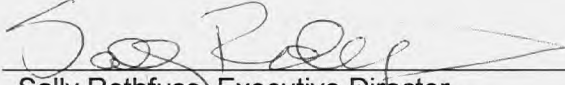
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

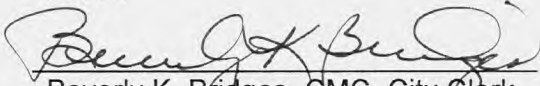
**CITY OF LAS VEGAS**

Transition Services

  
Oscar B. Goodman, Mayor

  
Sally Rothfuss, Executive Director

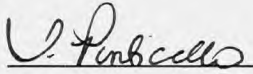
Attest:

  
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 training and employment opportunities for clients with disabilities.

Tasks to be Performed:

Provide low income clients with disabilities employment opportunities by selling crafts they make.

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

Provide at least 15 low income disabled clients with job training skills and opportunities for self employment and self sufficiency.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

### **Life Skills Scope of Services**

#### **Principal Tasks**

The Subrecipient will be responsible for providing Life Skills and English As a Second Language related services to eligible clients over the period of July 1<sup>st</sup> to June 30<sup>th</sup>. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

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

The major tasks which the Subrecipient will perform in connection with the provision of the eligible educational/vocational 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, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)
- 3). Perform eligibility determinations utilizing either applications or intake forms. CDBG funds must be used for the clients whose family income does not exceed 80% of median income.
- 4). Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing housing and social related services are appropriate for the enrolled population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5). As part of the life skills and social services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6). Ensure that English As a Second Language classes are held on days and times most appropriate for the population served.
- 7). Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving Life skills and English As a Second Language 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: Transition Services    | Phone: 3831106 |
| Project: The Studio            | FAX: 3831114   |
| Contact Person: Sally Rothfuss | 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



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

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

RE: Agency/Project: Transition Services The Studio  
 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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:                                         |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Catholic Charities of Southern NV #PS2**

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 **Catholic Charities of Southern NV #PS2**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 1501 Las Vegas 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 **Public Restrooms** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

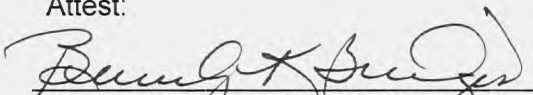
**CITY OF LAS VEGAS**

Catholic Charities of Southern NV #PS2

  
Oscar B. Goodman, Mayor

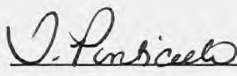
  
Patrick R. Leary, Executive Director

Attest:

  
Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item #45

APPROVED AS TO FORM:  12/19/07

**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

1. *Scope of Services to be provided.*

Purpose of Services:

Provide a safe and sanitary restroom environment for homeless citizens.

Tasks to be Performed:

Provide public restrooms to homeless citizens on a 24 hour basis.

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

Allow the public safe and sanitary access to public restrooms.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup>. 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: Catholic Charities of Southern NV #PS2 | Phone: 3852662 |
| Project: Public Restrooms                      | FAX: 3840677   |
| Contact Person: Patrick R. Leary               | 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, 2<sup>nd</sup> Floor  
Las Vegas, NV 89101

RE: Agency/Project: Catholic Charities of Southern NV #PS2 Public Restrooms

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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Center For Independent Living**

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 **Center For Independent Living**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 1417 Las Vegas 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 **Vocational and Substance Abuse Counseling for High-Risk Youth** 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 **\$44,162** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

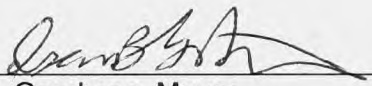
**D. NOTIFICATION OF AGENCY CHANGES**

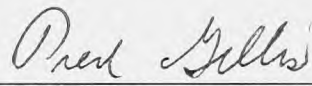
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

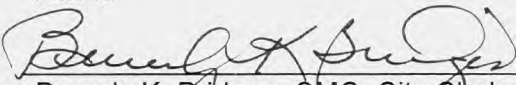
CITY OF LAS VEGAS

Center For Independent Living

  
Oscar B. Goodman, Mayor

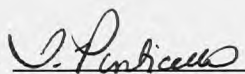
  
Fred Gillis, Executive Director

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 counseling to high risk youth residing in transitional housing program.

Tasks to be Performed:

Provide vocational counseling, job placement, substance abuse counseling and relapse prevention for high risk youth.

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

Provide at least 108 vocational assessments, develop community employment and training program, and provide independent living for youth.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup>. 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: Center For Independent Living                                  | Phone: 3853776 |
| Project: Vocational and Substance Abuse Counseling for High-Risk Youth | FAX: 3851764   |
| Contact Person: Fred Gillis                                            | e-mail         |

| Account Title           | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|-------------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits        |                 |                |                    |                 |
| Operating Costs         | \$44,162        |                |                    |                 |
| Travel & Transportation |                 |                |                    |                 |
| Food (client)           |                 |                |                    |                 |
| Employment Training     |                 |                |                    |                 |
| Direct Client Services  |                 |                |                    |                 |
| Machinery & Equipment   |                 |                |                    |                 |
| TOTAL                   | \$44,162        |                |                    |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Clients Served & Program Goals Met This Month

|                     |                                                                                             |
|---------------------|---------------------------------------------------------------------------------------------|
| RE: Agency/Project: | Center For Independent Living Vocational and Substance Abuse Counseling for High-Risk Youth |
| Represents Month    |                                                                                             |

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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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.

#### INCOME NOT TO EXCEED

| FAMILY SIZE | EXTREMELY LOW<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Community Counseling Center #1**

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 **Community Counseling Center #1**, 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, 1120 Almond Tree Lane, Ste. #207 Las Vegas, NV 89104.

WITNESSETH

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

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

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

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

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

**I. SCOPE OF SERVICE**

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Substance Abuse Treatment** 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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**

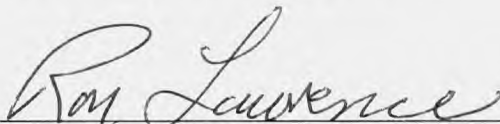
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

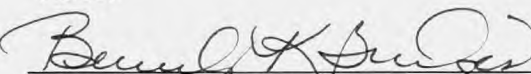
**CITY OF LAS VEGAS**

Community Counseling Center #1

  
Oscar B. Goodman, Mayor

  
Ron Lawrence, 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 case management to clients with substance abuse problems.

Tasks to be Performed:

Provide counseling and supportive services to clients with dual diagnosis of mentally ill and HIV.

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

Provide counseling and supportive services to at least 142 dually diagnosed clients who are City of Las Vegas Residents.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup>. 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: Community Counseling Center #1 | Phone: 3698700 |
| Project: Substance Abuse Treatment     | FAX: 3698489   |
| Contact Person: Ron Lawrence           | 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



### Clients Served & Program Goals Met This Month

Represents Month

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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Give Me A Break, 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 **Give Me A Break, 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 620721 Las Vegas, NV 89162.

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 **Community Respite 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

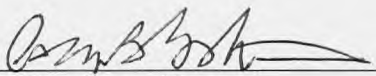
**D. NOTIFICATION OF AGENCY CHANGES**

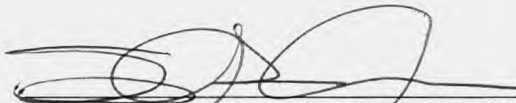
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

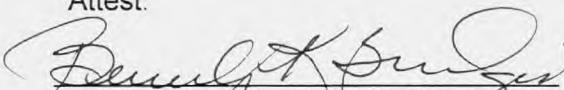
**CITY OF LAS VEGAS**

Give Me A Break, Inc.

  
Oscar B. Goodman, Mayor

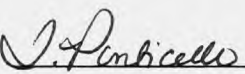
  
Scherrie Adams-Ambre, Executive Director

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 respite care for disabled individuals and families.

Tasks to be Performed:

Provide up to 50 individuals with disabilities, and families, one free 5 hour respite day.

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

Provide at least 9 spots a month to eligible clients whose families will receive 5 hours of respite service.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup>. 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: Give Me A Break, Inc.        | Phone: 8982216 |
| Project: Community Respite Program   | FAX: 2144739   |
| Contact Person: Scherrie Adams-Ambre | 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, 2<sup>nd</sup> Floor  
Las Vegas, NV 89101

RE: Agency/Project: Give Me A Break, Inc. Community Respite 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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**HELP of Southern Nevada**

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 **HELP of Southern Nevada**, a nonprofit corporation, duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is, 1640 E. Flamingo Ste. 100 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 **Displaced Homemaker 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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.

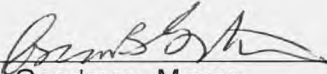
**D. NOTIFICATION OF AGENCY CHANGES**

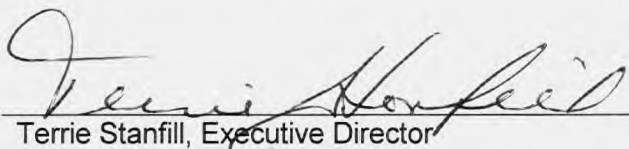
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

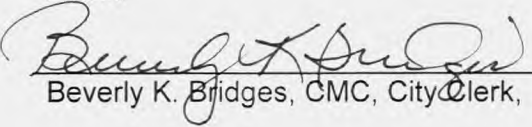
**CITY OF LAS VEGAS**

**HELP of Southern Nevada**

  
Oscar B. Goodman, Mayor

  
Terrie Stanfill, Executive Director

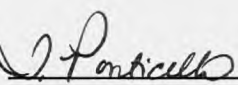
Attest:

  
Beverly K. Bridges, CMC, City Clerk,

Council Action

March 7, 2007 – Item ~~#45~~ 68 *alc*

APPROVED AS TO FORM:

  
9/6/07

**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

1. *Scope of Services to be provided.*

Purpose of Services:

Provide job skills to low income clients.

Tasks to be Performed:

Provide work retention classes to increase job keeping skills for 320 unemployed or underemployed individuals with unstable job history.

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

Provide at least 200 displaced homemakers with job training and life skills to assist them with becoming self sufficient.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup>. 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: HELP of Southern Nevada      | Phone: 3694357 |
| Project: Displaced Homemaker Program | FAX: 3690247   |
| Contact Person: Terrie Stanfill      | 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

## Clients Served & Program Goals Met This Month

RE: Agency/Project: HELP of Southern Nevada Displaced Homemaker Program

\*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.

| 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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| Female                                 |                      |                        |                           |                             |
| Male                                   |                      |                        |                           |                             |
| Female Head of Household               |                      |                        |                           |                             |

15



| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:                                         |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**  
**Helping Hands of Vegas Valley, 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 **Helping Hands of Vegas Valley, 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, 2100 S. Maryland Pkwy. #3 Las Vegas, NV 89104.

WITNESSETH

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

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

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

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

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

**I. SCOPE OF SERVICE**

SUBRECIPIENT will be responsible for administering a FY2007-2008 CDBG-funded Program known as **Senior Transportation 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 1<sup>st</sup> 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 31<sup>st</sup> 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 10<sup>th</sup>.

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 30<sup>th</sup> of the program year, with Request for Funds and Monthly Client Reports submitted by July 10<sup>th</sup>. 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**

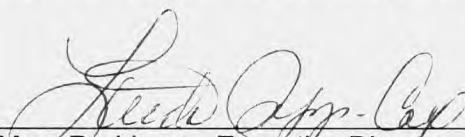
SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

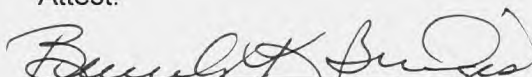
**CITY OF LAS VEGAS**

Helping Hands of Vegas Valley, Inc.

  
Oscar B. Goodman, Mayor

  
Mary Rodriguez, Executive Director  
Linda Sapp-Cox

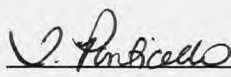
Attest:

  
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 transportation for elderly clients.

Tasks to be Performed:

Volunteer program providing frail elderly low income clients to medical appointments, grocery shopping, and other vital appointments.

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

Assist at least 116 senior clients with transportation to appointments, allowing them to remain independent.

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 1<sup>st</sup> of the fiscal year or the date first written above, until June 30<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup>. 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: Helping Hands of Vegas Valley, Inc. | Phone: 6337264 |
| Project: Senior Transportation Program      | FAX: 6496438   |
| Contact Person: Mary Rodriquez              | 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



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

Represents Month

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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| 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 15<sup>th</sup> 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<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(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.

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

<sup>1</sup> 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:<br>Y/N | Monthly Income<br>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.

|                                                                 |                                                                 |                                             |                                                  |
|-----------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> White                                  | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Asian              | <input type="checkbox"/> American Indian/Alaskan |
| <input type="checkbox"/> Native Hawaiian/Other Pac. Islander    | <input type="checkbox"/> American Indian Alaskan Native & White | <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black & White           |
| <input type="checkbox"/> American Indian/Alaskan Native & Black | <input type="checkbox"/> Asian/Pacific Islander                 | <input type="checkbox"/> Other Multi Racial | <input type="checkbox"/> 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:

|                              |                             |                                                                                   |
|------------------------------|-----------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Live in Public Housing or receive Section 8 rental assistance?                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Work full-time, part-time, or seasonally?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Expect to work for any period during the next year?                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Work for someone who pays them cash?                                           |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Now receive or expect to receive unemployment benefits?                        |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. Now receive or expect to receive child support?                                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7. Now receive or expect to receive alimony?                                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8. Now receive or expect to receive public assistance (welfare)?                  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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.