RESOLUTION TO GRANT
COMMUNITY DEVELOPMENT BLOCK GRANT (CFDA #14.218)
FUNDS TO HELP OF SOUTHERN NEVADA
FOR CONSTRUCTION OF SHANNON WEST YOUTH CENTER

WHEREAS, Clark County, Nevada ("the County") has entered into a grant Agreement with the United States Department of Housing and Urban Development ("HUD") for participation in the Community Development Block Grant ("CDBG") program under the Housing and Community Development Act of 1974, P.L. 93-383, as amended; and

WHEREAS, the County, as an Entitlement Grantee for the CDBG Program, is responsible for the administration, implementation, planning, and evaluation within its respective jurisdiction of the CDBG Program and for the HUD Consolidated Plan (the "Plan"); and

WHEREAS, HUD has provided "Direct Service Program Income Eligibility Criteria HUD Section 8 Guidelines", as set forth in Exhibit "A", attached hereto and incorporated herein as if fully set forth, for reference in determining the applicability of this grant under the relevant HUD regulations, requirements, and guidelines; and

WHEREAS, HELP of Southern Nevada ("Subrecipient"), a Nevada non-profit corporation located at 1640 East Flamingo Road, Suite 100, Las Vegas, Nevada, 89119, has applied to the County for grant assistance and proposes to use funds to construct a 40,594 sq. ft. three story building on a 1.48 acre vacant property to be purchased by Subrecipient located just behind its main building at 1640 East Flamingo Road to create living space for 120 homeless youth – male, female, and transgendered, who seek temporary shelter in addition to continuing their education or obtain job training and marketing skills to enter the workforce (the "Project"), and

WHEREAS, the County intends to provide CDBG grant assistance per Board of County Commissioner approval on April 4, 2014, when Project was added to County’s Five-Year Capital Improvement Plan for Fiscal Years 2010 – 2014; and

WHEREAS, Subrecipient is a nonprofit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the Project has been certified by the County as having met the primary objective of the Plan, which certification authorizes HUD to make grants to private nonprofit agencies providing a public service to the low and moderate income citizens of Clark County; and

WHEREAS, pursuant to NRS 244.1505, the Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County or grant money to a private, non-profit organization to be expended for the selected purpose; and
WHEREAS, the Board of County Commissioners hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified in Exhibit “B” attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clark County, Nevada, that CDBG funds be granted to Subrecipient for the Project, subject to the following conditions and limitations:

I. **Scope of Services**

   A. A total amount not to exceed TWO MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED TWENTY-NINE AND NO/100TH DOLLARS ($2,747,129) in Federal Fiscal Year 2014/2015 CDBG funds (the “Funds”) shall be paid on behalf of Subrecipient in accordance with the approved and executed budget which is attached hereto as Exhibit “C” and by this reference made a part hereof, to assist Subrecipient with the cost of the Project, as described in the “Scope of Work” set forth in Exhibit “B”, attached hereto and incorporated herein, as if fully set forth.

   B. The County shall expend the Funds to complete the work that is described in Exhibit “B”, and may enter into contracts with a construction manager, an insurer of Builder’s Risk/Liability, and an architect when necessary in order to cause such work in accordance with plans and specifications that have been approved by each of the Parties, or the County may elect to reimburse the Subrecipient for the costs of the Project, in accordance with the terms of Exhibit “B”.

   In the event federal funds are used for payment of all or part of this Resolution, Subrecipient certifies, by signing this Resolution, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR 67.510, as published at Part VII of the May 26, 1988, Federal Register, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

   C. Subrecipient will review its activities in advance with the County Community Resources Management Division (“CRMD”), and will conform its activities to any practices necessary to assure continuing eligibility for CDBG funding. Changes in the Scope of Work, as described in Exhibit “B”, must be in accordance with CDBG regulations and must receive prior written approval of the County. Any such changes must not jeopardize CDBG funding.

   D. In the event that the County desires to increase the amounts set forth in Section I.A. and Exhibit “C”, then the County, at its discretion alone, shall have the right to increase the aforesaid amounts of funding, and Subrecipient agrees that if such
augmentation of the budgeted amount occurs, such new amounts shall be governed by all terms and conditions of this Resolution as if fully set forth and in Exhibit “C”.

E. Subrecipient will provide CRMD with client usage records on an annual basis, including a cumulative report of unduplicated clients at the end of each fiscal year. These records will contain, but are not limited to, the following data regarding the program participants and target population to the extent Subrecipient is able to obtain such data:

1. Total clients served.
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other Multi-Racial, and number of clients who report an Hispanic ethnicity;
3. Number and percentage of Low and Moderate Income clients, as defined by HUD Section 8 Income guidelines (Exhibit “A”).
4. Number of handicapped clients served.
5. Number of senior citizens served.
6. Number of female heads-of-household served.
7. Age of clients served.
8. Sex of clients served.

Annual client usage records as well as an end-of-the-year cumulative report must be provided for the duration of this Resolution, or ten (10) years, plus an additional five years as required by HUD, per CFR 570.503 (b) (7) (i), for a total fifteen (15) years from the execution of this Resolution.

F. Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or when deposited in the United States Mail in a postage prepaid first class envelope addressed as follows:

TO COUNTY: Dr. Brian Paulson, Project Coordinator
Clark County Community Resources Management Div.
500 South Grand Central Parkway
P.O. Box 551212
Las Vegas, Nevada 89155-1212

TO SUBRECIPIENT: Terrie J. D’Antonio, President & CEO
HELP of Southern Nevada
1640 East Flamingo Road
Las Vegas, Nevada 89119
G. Except as provided in paragraph I. B. above, Subrecipient agrees that any design or construction related costs for the Project exceeding the Funds will be the responsibility of Subrecipient. Subrecipient also agrees to pay all maintenance and operating costs for the facility that falls under the jurisdiction of this Resolution.

II. County General Conditions

A. Subrecipient has requested the financial support of the County to enable Subrecipient to provide community services. 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 CRMD to assure continuing eligibility for CDBG funding. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Subrecipient as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Subrecipient an agent of the County.

B. Subrecipient shall operate the Project as a center to provide housing and employment assistance services to homeless and at-risk youth residents of Clark County or for some other purpose which meets one of the CDBG national objectives described in 24 CFR 570.901 for fifteen (15) years following Project completion or, shall reimburse the County the actual amount contributed to the Project.

C. Subrecipient will not change the use of or planned use of the Project within fifteen (15) years after completion of the project unless it provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and secures written approval by CRMD Manager.

D. Subrecipient will obtain any and all federal, state, and local permits and licenses required to construct and operate the Project as described in this Resolution’s Exhibit “B”, “Scope of Work”.

Subrecipient will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required of Subrecipient by any County ordinance or state or federal statute.

The County will require Subrecipient to be bound by all City and County ordinances, when applicable, and state and federal statutes which are applicable to the entire CDBG Program or are required by HUD, the County, or any combination thereof, as required.

E. Subrecipient will not lease any portion of the facility which falls under the jurisdiction of this Resolution without prior written approval from the County. Any lessee, sublessee, or assignee must meet CDBG program requirements and serve eligible low- to moderate-income residents.
If the facility, which falls under the jurisdiction of this Resolution, or any portion thereof, is subleased without the prior written approval of the County, or through foreclosure or other circumstances, Subrecipient loses legal possession of the property, Subrecipient will, upon request of the County, repay to the County, without interest, the Funds provided to Subrecipient hereunder. The County may require reasonable assurances of security for such repayments.

F. (1) If and when applicable, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

<table>
<thead>
<tr>
<th>Bodily Injuries</th>
<th>Property Damage</th>
</tr>
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<tbody>
<tr>
<td>$1,000,000 each person;</td>
<td>$1,000,000 each person;</td>
</tr>
<tr>
<td>$2,000,000 each occurrence;</td>
<td>$1,000,000 each occurrence; and</td>
</tr>
</tbody>
</table>

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

(3) The County must be named as additional insureds in all policies of insurance obtained pursuant to this Project.

(4) Subrecipient shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective.

G. Subrecipient shall allow duly authorized representatives of the County, independent auditors contracted by the County, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such occasional reviews, audits, and on-site monitoring of the Project as the reviewing entity deems to be 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 facility are being achieved;

(3) Whether the Project is being conducted in an efficient and effective manner;

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

(5) Whether the financial operations of the Project are being conducted properly;
(6) Whether the periodic reports to the County contain accurate and reliable information; and

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

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

H. Subrecipient will protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities of Subrecipient undertaking pursuant to this Resolution. Subrecipient’s obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys’ fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney’ fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Subrecipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Subrecipient.

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

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

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

L. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.
M. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. Subrecipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any assignee must meet CDBG program requirements and serve eligible low- to moderate-income clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

O. Subrecipient shall not schedule, nor advertise, a date for a grand opening or dedication ceremony until they have first received a Certificate of Occupancy.

III. Federal General Conditions

A. To the extent that they are applicable to Subrecipient, Subrecipient shall comply with the following laws and directives:

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

   (2) The National Environmental Policy Act of 1969 (NEPA) as set forth in P.L. 91-190 and the related authorities listed in HUD’s implementing regulations issued at 24 CFR, Parts 50 and 58.


   (6) Section 109, Title I of the Community Development Act of 1974, P. L. 93-383.


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


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

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

(16) The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform construction work, or any contractor on construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974, shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.


(20) Section 319 of P. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits the use of appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(21) Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient must:

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

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

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

(22) Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency”, effective June 12, 2002, any amendments thereto, and implementing regulations issued at 66 CFR 3834 requiring recipient to develop written language assistance plans (LEP Plans) to ensure compliance and meaningful access by LEP persons in obtaining reasonable and necessary language assistance and a framework for documenting implementation.

B. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 570, Subpart K (570.600 - 570.612), which are applicable to Federal Fiscal Year 2014/2015 CDBG grants, except that Subrecipient will not assume the County's environmental responsibilities described at 24 CFR 570.604 nor the County’s responsibility for initiating the review process under the provisions of 24 CFR Part 58.

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

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

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

F. Program income, as defined in 24 CFR 570.504(c), shall be returned to the County unless the County authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.
G. Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

H. Subrecipient shall maintain records in accordance with 24 CFR 570.502(b).

I. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

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

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

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

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

   (4) Such books, documents, papers, and records as the County may require to comply with 24 CFR 576.87.

Subrecipient shall retain the books, documents, papers, and records in the manner and for the time periods specified in the United States Office of Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", and its relevant attachment "C".

K. Any material breach of the terms of this section shall result in forfeiture of all CDBG funds received by Subrecipient pursuant to this Resolution, or any part thereof as determined by the County.

IV. Financial Management

A. Subrecipient agrees to comply with the applicable requirements of 2 CFR 230, "Cost Principles for Non-Profit Organizations" (republished existing OMB Circular No. A-122), and 2 CFR 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (formerly OMB Circular A-110).

B. Annually, during the Period of Affordability, Subrecipient shall deliver to the Clark County Community Resources Management Division a copy of the complete audit report within 30 days of the date of the audit but not more than nine months from the end of the fiscal year. This audit has to comply with OMB Circular No. A-133
entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions". 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 in lieu of an audit will be required to have a CPA Audited Financial Statement submitted to the County. The funds expended may be from one or multiple federal sources.

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

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

E. Payment of costs by the County, or reimbursement of any costs to Subrecipient, is contingent upon continued approval by HUD of the County’s Five-Year Capital Improvement Plan and upon receipt by the County of its Federal Fiscal Year 2014/2015 CDBG grant funds. The County shall bear no liability to fund or provide payment to or on behalf of Subrecipient’s expenditures under the jurisdiction of this Resolution in the event CDBG funds are not received during Federal Fiscal Year 2014/2015 in the amounts shown at Exhibit "C".

Funding for this Project is part of a HUD-approved Five-Year Capital Improvement Plan (CIP). Completion of the projects in the CIP is based on a projection of CDBG funds anticipated to be allocated to the County by HUD over the five year period, 2010-2014. If the actual amount of CDBG funds received in any one of these years is less than the amount estimated, projects proposed for that year or subsequent years may be subject to delay or postponement.

County CDBG funds cannot be used for payment for construction reimbursement to Subrecipient prior to Fiscal Year 2014/2015, or July 1, 2014. Should CDBG funds become available before Fiscal Year 2014/2015, the County at its own discretion may opt to reimburse construction costs at an earlier date.

This Resolution shall be recorded in the real property records of the County, together with a Short Form Deed of Trust, a sample of which is attached as Exhibit “E”, to be executed by the County and Subrecipient, to secure the grant subject to repayment as provided in this Resolution and/or such other security agreement required by CRMD pursuant to section I.B. In the event that Subrecipient fails to operate and maintain the facility as outlined herein for fifteen (15) years following completion of the Project, the County shall invoke all rights and privileges as Trustee and Beneficiary, as
outlined in Exhibit “E”, “Short Form Deed of Trust”, and/or other security agreement, to ensure the recapture of the County General Funds and CDBG funds invested in this Project and to ensure that the sale or transfer of ownership complies with requirements set out in this Resolution.

F. In the event that Subrecipient and/or the County anticipate the total amount of the Funds allocated for the Project will not be expended in the time and manner prescribed in this Resolution subject to reasonable delay or reasonable or necessary notification, the County reserves the right to extract that portion for other projects and programs under its CDBG program.

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

V. Modification or Revocation of Resolution

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

B. The County shall not be obligated to pay any monies for the Project in the event that any of the CDBG funds provided for in Exhibit "C" are terminated or withheld from the County or otherwise not forthcoming and in such event the County may modify or revoke this Resolution.

C. Nothing in this Resolution shall prohibit the County, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the County receives only a portion of the Funds expected to be received by the County from HUD in the amounts described at Exhibit "C".

D. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Resolution or if Subrecipient materially violates any of the conditions or limitations of this Resolution, the County may suspend or terminate this Resolution, and the provision of the Funds, in accordance with 24 CFR 85.43.
E. The County may revoke this Resolution at any time for its convenience in accordance with 24 CFR 85.44.

PASSED, ADOPTED, and APPROVED this 3rd day of June, 2014.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY,

By

STEVE SISOLAK, CHAIRMAN

ATTEST:

DIANA ALBA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: [Signature]
Deputy District Attorney
EXHIBIT A
DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA
HUD SECTION 8 GUIDELINES

<table>
<thead>
<tr>
<th>FAMILY SIZE</th>
<th>INCOME NOT TO EXCEED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>LOW INCOME (80%)</td>
</tr>
<tr>
<td>1</td>
<td>$34,450 or less</td>
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<tr>
<td>2</td>
<td>$39,400 or less</td>
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<tr>
<td>6</td>
<td>$57,100 or less</td>
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<tr>
<td>7</td>
<td>$61,050 or less</td>
</tr>
<tr>
<td>8</td>
<td>$64,950 or less</td>
</tr>
</tbody>
</table>

*Low and moderate income household* means a household having an income equal to or less than the Section 8 low income limit established by HUD. 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. An *extremely low income household* means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development, effective December 18, 2013.
EXHIBIT B
HELP OF SOUTHERN NEVADA
SHANNON WEST YOUTH CENTER
SCOPE OF WORK

1. Clark County will expend TWO MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND AND ONE HUNDRED TWENTY-NINE AND NO/100TH DOLLARS ($2,747,129) in Fiscal Year 2014/2015 CDBG funds (the “Funds”) for HELP OF SOUTHERN NEVADA (“Subrecipient”) for construction of a 40,594 square foot three story youth shelter at 1640 East Flamingo Road in Las Vegas, Nevada (the “Project”).

2. No funds may be expended until the required Environmental Review has been completed.

3. The Project consists of constructing a 40,594 sq. ft. three story youth shelter on a 1.48 acre parcel to be purchased by Subrecipient and located just behind and adjacent to its main building at 1640 East Flamingo Road. The property is currently owned by Flamingo Holdings NPR, LLC, which Subrecipient intends to purchase with other outside funds. The new youth center will create living space for 120 homeless youth – male, female, and transgendered, who seek temporary shelter in addition to continuing their education or obtaining job training and marketing skills to enter the workforce and the County intends to provide CDBG grant assistance.

Subrecipient has been providing social service programs and assistance in meeting unmet community needs of southern Nevada since 1970. The new site will allow for an independent living program that homeless youth could transition or graduate to as they work their way through their individualized service plan, high school diploma/GED completion, substance abuse treatment, vocational training or post-secondary education goals. This independent living program will allow stabilized homeless youth the opportunity to “practice” being on their own with some independence, but would have a case manager to help them navigate through issues of living on their own.

4. Subrecipient shall operate and maintain the Project as a facility for housing and counseling homeless and will include a large recreation area for the youth residents. Additional rooms will allow for several separate and group counseling rooms for specific populations. The Shannon West Homeless Youth Center currently operates from an old facility in the City’s Homeless Corridor near downtown and is certified by the State of Nevada Substance Abuse Prevention and Treatment Agency to provide Level III Medium Intensity Residential Inpatient Drug and Alcohol Treatment, Level I Outpatient and Alcohol Treatment, Level I Co-occurring Disorder and Comprehensive Evaluations for adolescents and adults.
The new center will operate 24/7 with supervised staff in which residents can access services at any time on behalf of run-away or homeless youth or other CDBG-eligible activity with the permission of Clark County for a total of fifteen (15) years following completion of the Project, subject to the provisions of this Resolution (ten years to meet County requirements plus five years to meet HUD’s requirements).

5. Subrecipient shall provide County with planning and construction management documentation for review on timely basis to ensure compliance with Davis-Bacon and other federal regulations.

Design and environmental review are expected to be completed by September 2014, subject to County approval, with bid specifications and bid opening to be completed during July – September 2014. A pre-construction meeting is expected in September 2014 followed by Notice to Proceed issued thereafter with approval by County. Construction is expected to commence in October/November 2015 with 50 percent completion by March 2015. Construction is anticipated to be completed in September 2015. All bidding arrangements and construction contract services will be conducted and managed by Subrecipient, unless the County directs otherwise.

6. Clark County will provide up to $2,747,129 in Federal Fiscal Year 2014/2015 CDBG program funds to this Project, or at its sole discretion, may increase this amount for eligible expenditures.

Changes in the Scope of Work as outlined herein must be in accordance with CDBG regulations, made by written amendment to this Resolution and approved by the County.
EXHIBIT C
PROJECTED BUDGET
HELP OF SOUTHERN NEVADA
FOR SHANNON WEST YOUTH CENTER CONSTRUCTION
Fiscal Year 2014/2015 Community Development Block Grant Funds

<table>
<thead>
<tr>
<th></th>
<th>County CDBG Funds</th>
<th>Other Funds</th>
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<tbody>
<tr>
<td><strong>ACQUISITION:</strong></td>
<td>N/A</td>
<td>$ 600,000*</td>
</tr>
<tr>
<td>Includes purchase price, liens, closing/</td>
<td></td>
<td></td>
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<tr>
<td>recording costs, extension payments, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CONSTRUCTION</strong></td>
<td>$2,747,129</td>
<td>$3,926,663^</td>
</tr>
<tr>
<td>Includes hard costs of construction contracts, infrastructure improvement, bond premiums, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DEVELOPMENT:</strong></td>
<td>$</td>
<td>$ 694,852+</td>
</tr>
<tr>
<td>Includes soft costs of architect and engineering contracts, environmental assessments, surveys, studies, project management and developer fees, consultant costs, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER DEVELOPMENT:</strong></td>
<td>N/A</td>
<td>$ 586,356%</td>
</tr>
<tr>
<td>Includes related soft costs of insurance, relocation payments, permit/impact fees, marketing, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT EXPENDITURES</strong></td>
<td>$2,747,129</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td>$3,555,000</td>
<td></td>
</tr>
</tbody>
</table>

County’s allocation represents portion of overall estimated $13.5 million construction cost. All costs are based upon current estimates. Final costs cannot be obtained until actual bids are secured.

* Englestad Foundation
^ $2.5 million pending approval from City of Las Vegas; remainder from private fundraising
+ $400,000 from Englestad Foundation; $15,000 from Citi Foundation; remainder from private fundraising
% Private fundraising
EXHIBIT D

ACCEPTANCE OF GRANT AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Terrie D'Antonio, President and CEO of HELP of Southern Nevada, a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Community Development Block Grant Funds to HELP of Southern Nevada, adopted by the Board of County Commissioners of Clark County, Nevada, on the 3rd day of June, 2014, a copy of which is attached hereto and incorporated herein.

EXECUTED this 6th day of May, 2014.

HELP OF SOUTHERN NEVADA
By
President and CEO

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on May 6, 2014 by Terrie D'Antonio as President/CEO of HELP of Southern Nevada.

Crystal Cornell (Signature of Notarial Officer)
Notary Public
State of Nevada
My Commission Expires 05/16/17
Certificate No: 13-10910-1
Clark County

My Commission expires: May 16, 2017
EXHIBIT E

SHORT FORM DEED OF TRUST

CLARK COUNTY – HELP OF SOUTHERN NEVADA

THIS DEED OF TRUST, made this ______ day of ____________, 2014, between HELP of Southern Nevada, herein called TRUSTOR, and Clark County, a political subdivision of the State of Nevada, whose principal office is located at 500 South Grand Central Parkway, Las Vegas, Nevada 89155, Attention: Community Resources Management Division, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a grant of TWO MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED TWENTY-NINE AND NO/100 Dollars ($2,747,129) from Beneficiary and has agreed to faithfully perform certain obligations and repay the grant monies in accordance with the Community Development Block Grant (CDBG) regulations as referenced in the Resolution to Grant Community Development Block Grant Funds to HELP of Southern Nevada, for construction of Shannon West Youth Shelter, approved ________________ hereinafter called RESOLUTION.

NOW THEREFORE, for the purpose of securing each obligation of the Trustor herein and therein contained and in the Resolution, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada, described as:

1640 East Flamingo Road, Las Vegas, Nevada, 89119
Assessors Parcel # 162-14-411-007
Assessors Description:

EAST FLAMINGO POINTE
PLAT BOOK 46 PAGE 89
PT LOT 1
SEC 14, TWP 21 SOUTH, RANGE 61 EAST
A PORTION OF THE SW ¼ OF SECTION 14, T 21 S,
R 61 E

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Resolution executed; Trustor agrees to operate the above described property solely as a facility for administrative and service delivery needs on behalf of low-income individuals seeking job training services, or other CDBG-eligible activity; Trustor agrees to operate the above described property for a period of fifteen (15) years from the execution of the final disbursement of funds to the Trustor; Trustor agrees to abide by any and all applicable CDBG program rules and regulations as provided by 24 CFR Part 570; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Resolution with Beneficiary; and
If the property acquired by Trustor ceases to provide, pursuant to the Resolution with Beneficiary, a facility for sheltering homeless youth on behalf of low-income and run-away, homeless youth seeking shelter and social service needs or other CDBG-eligible activity without prior written approval of Beneficiary, or if Trustor loses through foreclosure, sale or other circumstances legal possession of the Property, then Beneficiary shall, in accordance with Nevada’s “One Action” rule, have the option of either:

I. Obtaining from Trustor the sum of TWO MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED TWENTY-NINE AND NO/100 DOLLARS ($2,747,129) or the appraised value of the property at the time of the conditions occur, whichever is less; or

II. Obtaining a reconveyance from Trustor of the Property subjected to the instant Deed of Trust. In the event that Beneficiary elects to pursue this option, Trustor shall have no further monetary obligation to Beneficiary with regard to the property in question.

This Security Instrument will not be subject to subordination to any replacement of the Deed of Trust occurring as a result of prepayment, refinancing, sale or other transaction.

FURTHER, if a senior lien holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon such senior lien holder’s acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust, and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the senior lien holder, within the 35 day period provided in such notice sent to the Trustee.

At the end of 15 years, this obligation shall be deemed fully satisfied and no longer binding. The Deed of Trust will have no further force and effect, and the Trustee agrees to execute a reconveyance.

Trustor agrees and acknowledges that a Request for Notice, the form of which is attached hereto as Exhibit “F”, shall be recorded by Beneficiary upon the recordation of this Deed of Trust and the Resolution secured hereby.

The following covenants, Nos. 4 (0%), 5, 7 (0%), and 8 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.
The undersigned TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and/or any Notice of Lien hereunder be mailed to the address herein above set forth.

TRUSTOR: HELP OF SOUTHERN NEVADA
A Nevada non-profit corporation

By: TERRIE J. D'ANTONIO,
    PRESIDENT AND CEO

State of Nevada  )
County of Clark  )

This instrument was executed before me on May 16, 2014 by
(Date)

Terrie J. D'Antonio as President/CEO of
(Name of Person)  (Title)

HELP OF SOUTHERN NEVADA, who acknowledged to me that s/he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

(SEAL)

My Commission expires: May 16, 2017

ORDER NO. 13-10916-1

WHEN RECORDED, MAIL TO:
Clark County, Community Resources Management
Attn: CDBG
500 So. Grand Central Parkway, Box 551212
Las Vegas, NV 89155-1212
EXHIBIT F

REQUEST FOR NOTICE
under NRS 107.090
CLARK COUNTY – HELP OF SOUTHERN NEVADA

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default or any Notice of Sale under the Deed of Trust recorded ________________ as Document No. __________ in Book No. __________ of Official Records, Clark County, Nevada, and describing land therein as:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

Executed by HELP OF SOUTHERN NEVADA as Trustor, in which Clark County is named as Trustee and Beneficiary, be mailed to Clark County, Community Resources Management Division at 500 So. Grand Central Parkway, P. O. Box 551212, Las Vegas, Nevada 89155-1212.

A Nevada non-profit corporation

BY: [Signature]

State of Nevada )
County of Clark )

This instrument was executed before me on May 6, 2014 by Terrie J. D’Antonio (Name of Person)

as President/CEO of HELP OF SOUTHERN NEVADA (Title)

who acknowledged to me that s/he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

[Seal]

My Commission expires: May 16, 2017

WHEN RECORDED, MAIL TO:
Clark County, Community Resources Management
Attn: CDBG
500 So. Grand Central Parkway, P. O. Box 551212
Las Vegas, NV 89155-1212
Charitable Solicitations

Certificate Of Registration

Registration Number: 1000026.960

This certificate of registration is hereby granted to the Charitable Promoter or Charitable Organization, as herein identified, to conduct charitable solicitations in the unincorporated areas of Clark County for the period specified. This certificate is non-transferable, and is valid only as to the following solicitation:

Name of Solicitation: On-going solicitation (Not including Median Strip)

Name of Charity/Charitable Organization: Help Of Southern Nevada

Dates of Solicitation: June 11, 2012 through June 11, 2015

The issuance of this certificate of registration is not an endorsement of this solicitation by Clark County or any of its officers or employees.

Karyn Kechr
Karyn Kechr for
Jacqueline R. Holloway, Director

Date
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type

- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Limited Liability Company
- [ ] Corporation
- [ ] Trust
- [x] Non-Profit Organization
- [ ] Other

Business Designation Group

- [ ] MBE
- [ ] WBE
- [ ] SBE
- [ ] PBE
- [ ] Minority Business Enterprise
- [ ] Women-Owned Business Enterprise
- [ ] Small Business Enterprise
- [ ] Physically Challenged Business Enterprise

Corporate/Business Entity Name: HELP of Southern Nevada
(Including d.b.a., if applicable)

<table>
<thead>
<tr>
<th>Street Address</th>
<th>1640 E. Flamingo Rd</th>
<th>Website: helpsonv.org</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State and Zip Code</td>
<td>Las Vegas, NV 89119</td>
<td>POC Name and Email: Terrie D'Antonio <a href="mailto:tdanterio@helpsonv.org">tdanterio@helpsonv.org</a></td>
</tr>
<tr>
<td>Telephone No.</td>
<td>(702)388-4367</td>
<td>Fax No: (702)388-4089</td>
</tr>
<tr>
<td>Local Street Address</td>
<td>1640 E. Flamingo Rd</td>
<td>Website: helpsonv.org</td>
</tr>
<tr>
<td>City, State and Zip Code</td>
<td>Las Vegas, NV 89119</td>
<td>Local Fax No: (702)388-4089</td>
</tr>
<tr>
<td>Local Telephone No.</td>
<td>(702)388-4367</td>
<td>Local POC Name Email: Terrie D'Antonio <a href="mailto:tdanterio@helpsonv.org">tdanterio@helpsonv.org</a></td>
</tr>
</tbody>
</table>

Number of Clark County Nevada Residents Employed: 80

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, real corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name | Title | % Owned
---|---|---

See Attached List

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

- [x] Yes  [ ] No  (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

- [x] Yes  [ ] No  (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

[Signature]

President/CEO

Title

Date

Revised 01/11
<table>
<thead>
<tr>
<th></th>
<th>Name / Year</th>
<th>Address/Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Brazill, Stacy / 2000</td>
<td>owner, Broker&lt;br&gt;Brazill Team Real Estate&lt;br&gt;215 E. Warm Springs Rd., Ste. 102&lt;br&gt;Las Vegas, NV 89119</td>
</tr>
<tr>
<td>2</td>
<td>Clingo, Kyle / 2011</td>
<td>Sr. Vice President, Operations&lt;br&gt;UnitedHealthcare&lt;br&gt;2720 N. Tenaya Way&lt;br&gt;Las Vegas, NV 89128</td>
</tr>
<tr>
<td>3</td>
<td>Cooper-Tippett, Lisa / 2011</td>
<td>Assistant Compliance Officer&lt;br&gt;Credit One Bank, N.A.&lt;br&gt;585 Pilot Rd.&lt;br&gt;Las Vegas, NV 89119</td>
</tr>
<tr>
<td>4</td>
<td>Dickover, Garry / 2004</td>
<td>Chairperson&lt;br&gt;General Manager&lt;br&gt;Candlewood Suites-Las Vegas&lt;br&gt;4034 S. Paradise Rd.&lt;br&gt;Las Vegas, NV 89169</td>
</tr>
<tr>
<td>5</td>
<td>Drohobycz, Martha / 2008</td>
<td>Certified Nurse Midwife &amp; President, Alternatives for Women, Inc.&lt;br&gt;2810 S. Jones Blvd., Ste. 3&lt;br&gt;Las Vegas, NV 89146</td>
</tr>
<tr>
<td>6</td>
<td>Eckelkamp, Vince / 1997</td>
<td>Branch Manager&lt;br&gt;Eckelkamp Retirement Planning&lt;br&gt;5550 S. Fort Apache Rd., Ste. 101&lt;br&gt;Las Vegas, NV 89148-7667</td>
</tr>
<tr>
<td>7</td>
<td>Hausch, Mary / 1974</td>
<td>Associate Professor, UNLV&lt;br&gt;4505 S. Maryland Parkway&lt;br&gt;Las Vegas, NV 89154-5007</td>
</tr>
<tr>
<td>8</td>
<td>Kain, Sidra / 1997</td>
<td>Director of Public Relations &amp; Media&lt;br&gt;Denny Weddle &amp; Associates&lt;br&gt;5940 S. Rainbow Blvd.&lt;br&gt;Las Vegas, NV 89118</td>
</tr>
<tr>
<td>9</td>
<td>Keidel, Duane / 2006</td>
<td>Retired (Southwest Gas Corp)&lt;br&gt;5138 Shadow Valley&lt;br&gt;Las Vegas, NV 89148</td>
</tr>
<tr>
<td>10</td>
<td>Kummer, Tom / 1993</td>
<td>Shareholder&lt;br&gt;Greenberg Traurig, LLP&lt;br&gt;3773 Howard Hughes Pkwy, Ste. 400 N.&lt;br&gt;Las Vegas, NV 89169</td>
</tr>
<tr>
<td>11</td>
<td>Lee, Laura / 2008</td>
<td>Vice President of Human Resources&lt;br&gt;Bellagio Hotel &amp; Casino&lt;br&gt;3600 S. Las Vegas Blvd.&lt;br&gt;Las Vegas, NV 89109</td>
</tr>
<tr>
<td>12</td>
<td>Lieberman, Sam / 1996</td>
<td>Easter Seals&lt;br&gt;2260 Village Walk Dr., #1208&lt;br&gt;Henderson, NV 89052</td>
</tr>
<tr>
<td></td>
<td>Name &amp; Title / Year</td>
<td>Address 1</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>13.</td>
<td>Mark, Chantelle / 2008</td>
<td>The Las Vegas Hotel 3000 Paradise Rd.</td>
</tr>
<tr>
<td>15.</td>
<td>Maruca, Kelli / 2008</td>
<td>Director of Public Relations Hard Rock Hotel &amp; Casino 4455 Paradise Road</td>
</tr>
<tr>
<td>17.</td>
<td>McGough, Rick / 1999</td>
<td>Vice Chairperson Vice President, Contact Center Operations MGM Resorts International 3549 Industrial Rd.</td>
</tr>
<tr>
<td>18.</td>
<td>Merritt, Jerrie / 2011</td>
<td>Secretary Senior Vice President Community Development Manager Bank of Nevada 2700 W. Sahara Ave.</td>
</tr>
<tr>
<td>19.</td>
<td>Moody, William (Bill) / 2012</td>
<td>Senior VP/Staff Operations &amp; Technology Southwest Gas 5241 Spring Mountain Rd.</td>
</tr>
<tr>
<td>21.</td>
<td>Sexton, Michael / 2000</td>
<td>Vice President / Senior Private Banker Wells Fargo 3800 Howard Hughes Parkway</td>
</tr>
<tr>
<td>23.</td>
<td>Van Son, Hank / 2007</td>
<td>Vice President of Finance Palms Casino Resort 4321 W. Flamingo Rd.</td>
</tr>
<tr>
<td>25.</td>
<td>Wiegand, Scott / 2013</td>
<td>Vice President &amp; Chief Counsel, Enterprise Development Caesars Entertainment Corporation One Caesars Palace Drive</td>
</tr>
</tbody>
</table>
BOARD COMMITTEES:

EXECUTIVE COMMITTEE
Garry Dickover, Chairperson
Rick McGough, Vice Chairperson
Kathy McClain, Treasurer
Jerrie Merritt, Secretary

AUDIT COMMITTEE:
Ruth Urbantke, Chairperson
Lisa Cooper-Tippett
Sidra Kain
Kathy McClain
Ray Wilson

INVESTMENT COMMITTEE
Vince Eckelkamp
Kathy McClain
Mike Sexton

BUILDING COMMITTEE
Tom Kummer

NOMINATING COMMITTEE
Sam Lieberman, Chairman

MARKETING / EVENTS COMMITTEE
Sidra Kain
Tom Kummer
Laura Lee
Kelli Maruca
Jerrie Merritt
Gail Poll