

**PROFESSIONAL SERVICES AGREEMENT FOR
HOMELESS OUTREACH SERVICES**

This Professional Services Agreement for Homeless Outreach Services (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and Nevada Homeless Alliance, Inc., a Nevada non-profit corporation (“Provider”).

WITNESSETH:

WHEREAS, the City has entered into a cooperative agreement with the U.S. Department of Housing and Urban Development (“HUD”) for federal funding of a Continuum of Care Program rule at 24 CFR part 578, under the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301 et seq.) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (“HEARTH”) Act of 2009 (Public Law 111-22) for program funds (CFDA No. 14.231);

WHEREAS, on June 27, 2023, HUD allocated funds under the Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness Notice of Funding Opportunity (Special NOFO) for the City’s program to assist with funding of Homeless Initiatives;

WHEREAS, at its meeting on March 15, 2023, the City Council approved ratification of grant application and accept any resulting grant award from HUD and execute various contracts and purchase orders related to any resulting award and approve future materials changes related to budget, term, and scope;

WHEREAS, the City has entered into a cooperative agreement with HUD for federal funding of an Emergency Solutions Grants (“ESG”) program, under the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) as amended by HEARTH for program funds (CFDA No. 14.231);

WHEREAS, at its meeting on April 19, 2023, the City Council approved the recommendation for the project allocation of the ESG FY 2023-24 to Street Outreach Program;

WHEREAS, the City, will provide ESG and Continuum of Care Funds for the Provider to assist with the City’s provision of street outreach services;

WHEREAS, Provider has the experience, knowledge, labor, and skill, including personnel with advanced degrees in social work, that are required to provide the street outreach services detailed on the Scope of Work attached hereto as Exhibit A (Services);

WHEREAS, the Provider is willing and able to provide the Services; and

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

1. Scope of Services

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions, and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

2. Term

This Agreement shall commence on March 1, 2025 and will continue to be in effect until September 30, 2025 or when the Services are complete as determined by City in its sole and absolute discretion, whichever is later (Term), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to one (1) additional one-year period upon written notice to the Provider.

3. Compensation

Provider will provide the Services in a total not to exceed amount of One Hundred Forty-One Thousand, Three Hundred Fifty-Nine and 16/100 (\$141,359.16), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billing will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

4. Termination or Suspension of Services

4.1 This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty days' written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated expenses based upon Services not yet performed.

4.2 When federal funds are expended by the City, the City reserves the right to immediately terminate any contract in excess of the federal micro-purchase threshold resulting from the procurement process in the event of a breach or default of this Agreement by Provider, in the event Provider fails to: (i) meet schedules, deadlines, and/or delivery dates within the time specified in the Agreement, procurement solicitation, and/or a purchase order, as applicable; (ii) make any payments owed; or (iii) otherwise perform in accordance with the Agreement and/or the procurement solicitation. The City also reserves the right to terminate this Agreement immediately, with written notice to the Provider, for convenience, if City believes, in its sole discretion that it is in the best interest of the City to do so. Provider will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the Agreement is terminated for convenience of City. As applicable, any award under the procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.¹

¹ The City is using federal funds to pay Provider for its Services under this Agreement. Because federal funds are being used, certain provisions must be included in this Agreement. These provisions are

4.3 This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty days after the Provider delivers written notice of such default to the City.

4.4 The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

5. Provider Representations and Warranties

5.1 The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1 Provider is a duly formed validly existing Nevada non-profit corporation and is in good standing to conduct business in Nevada pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2 The person executing this Agreement on Provider's behalf has the right, power and authority to enter in to this Agreement and such execution is binding on the Provider.

5.1.3 All Services performed, including deliverables supplied, shall conform to the specifications and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed.

The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

6. Indemnification

Notwithstanding any of the insurance requirements or limits of liability set forth herein, Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney's fees, and court costs which the City suffers and/or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, or anyone employed by any of them in fulfillment

attached to this Agreement as **Exhibit B** and incorporated into this Agreement by this reference.

or performance of the terms, conditions, or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section Six shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

7. Independent Contractor

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of the Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by the Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

8. Confidentiality

8.1 Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as otherwise required by law.

8.2 Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 1 Background Check including County and Nationwide history checks.

9. Insurance

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Comprehensive General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession. Media liability, including infringement of copyright, trademark and trade dress, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

9.1.4. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.5. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.5.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.5.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.5.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.5.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.5.5. Self-Insured Retentions: Self-insured retentions must be declared to

and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.5.6. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.5.7. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.5.7.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.5.7.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.5.7.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.5.8. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.5.9. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

9.3.1 Waive subrogation against the City, its officers, agents, servants and employees;

9.3.2 Provide that they are primary and noncontributing with any insurance which the City may carry;

9.3.3 Include or be endorsed to cover Provider's contractual liability to the City;

9.3.4 Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

10. Notices

Any notice requiring 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, email or United States mail at the following addresses:

To City: City of North Las Vegas
Attn: Wilson Ramos, Director
Community Services and Engagement
2250 Las Vegas Blvd, Ste. 622 North
Las Vegas, Nevada 89030 Phone: 702-633-1441
Email: ramosw@cityofnorthlasvegas.com

To Provider: Nevada Homeless Alliance, Inc.
Dr. Catrina Grigsby-Thedford MPA, LSW, CADC-S, PRSS-S
Executive Director, Nevada Homeless Alliance
Phone: 702-265-1153
Email: catrina@nevadahomelessalliance.org

Either party may, at any time and from time to time, change its address by written notice to the other.

11. Safety

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

12. Entire Agreement

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

13. Miscellaneous

13.1 On-Site Monitoring. Because the Services for which Provider is being paid by the City are funded with Continuum of Care Funds, Provider acknowledges and agrees that it is subject to on-site monitoring by duly authorized representatives of the City during Provider's normal operating hours. The City's representatives will have access to all records relating to Provider's performance of this Agreement and City Representatives may, on occasion, interview recipients of the Services who volunteer to be interviewed.

13.2 Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.3 Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.3 shall survive the termination or expiration of this Agreement until the applicable statutes of limitation expire.

13.4 Compliance with Laws and Statutes. Provider shall comply with all federal, state, and local laws and regulations, and all laws applicable to this Agreement and relative to performing work in the City and in Clark County, Nevada.

13.5 Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City, which shall not be unreasonably withheld, shall be void. Except that Provider may assign to another Provider-related entity without the need for the City's written consent.

13.6 Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.7 Controlling Document. To the extent any of the terms or provisions in Exhibits A or B conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different, or conflicting terms or provisions contained in Exhibits A, B, or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.8 Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.9 Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.10 Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including without limitation, damages based on delay, loss of use, lost revenues, or lost profits. This section survives default, expiration, or termination of this Agreement.

13.11 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.12 No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venture of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.13 Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.14 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the city and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.15 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 35, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.16 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a public record open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.17 Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely

as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.18 Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.19 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.20 Federal Funding. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment 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 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), 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.

13.21 Boycott of Israel. Pursuant to NRS 332.065(4), by signing this Agreement, Provider agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which this Agreement is in effect. If at any time after the signing of this Agreement, Provider decides to engage in a boycott of Israel, Provider must notify the City in writing. The term “boycott of Israel” has the meaning ascribed to that term in NRS 332.065.

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IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a political subdivision of the State of Nevada

Nevada Homeless Alliance, Inc.,
a Nevada nonprofit corporation

Pamela A. Goynes-Brown,
Mayor

Dr. Catrina Grigsby-Thedford, MPA,
LSW, CADC-S, PRSS-S
Executive Director

Attest:

Jackie Rodgers
City Clerk

Approved as to form:

Andy Moore, City Attorney

EXHIBIT A

Homeless Services Team – Street Outreach Overview and Scope of Service

Project Budget
March 1, 2025 to September 30, 2025

Category	Amount (\$)
Street Outreach Supervisor Salary (7 months)	\$35,000.00
Street Outreach Worker 1 Salary (7 months)	\$28,000.00
Street Outreach Worker 2 Salary (7 months)	\$28,000.00
Total Staff Costs (8 months)	\$91,000.00
Combined Taxes & Medical for All Staff (7 months) @ 22.5%	\$20,475.00
Total Staff + Fringe	\$111,475.00
7-Month Vehicle Lease @ \$1,600 mtly	\$11,200.00
7-Month Fuel @ \$500 mtly	\$3,500.00
7-Month Vehicle Insurance @ \$4,000 annually	\$2,333.33
Total Vehicle Costs (8 months)	\$17,033.33
Total Staff Costs (7 months)	\$111,475.00
Total Vehicle Costs (7 months)	\$17,033.33
Total 8-Month Costs	\$128,508.33
Indirect Costs (10% of Total for 7 months)	\$12,850.83
Total 8-Month Costs+ Indirect	\$141,359.16

The Homeless Outreach Services Team will provide services under this Agreement weekly Mondays through Thursdays from 10:00 a.m. to 8:00 p.m.

Exhibit A – Continued

Nevada Homeless Alliance Street Outreach team members will work as contracted employees under the direction of the City of North Las Vegas Homeless Services Coordinator to carry out the City's Homeless Initiatives.

- Street Outreach Workers will identify and engage with individuals and families living in unsheltered locations (streets, cars, tunnels, parks, encampments etc.) to offer them resources and referrals to assist them from transitioning from homelessness with the ultimate goal of permanent, sustainable housing.
- Street Outreach Workers will engage with people who might not otherwise seek assistance and ensures that people's basic needs are met. While maintaining a focus on creating connections to emergency shelter or housing assistance, outreach workers establish rapport and reduce harm by providing critical, life-saving resources such as food, water, clothing, blankets, and other necessities.
- Street Outreach Workers will need to be prepared to coordinate efforts with other service providers such as law enforcement and other first responders, hospitals, health and behavioral healthcare providers, child welfare agencies, homeless education liaisons, workforce systems, faith-based organizations, and other community-based providers.
- Street Outreach Workers will need to have access to HMIS to be able to input data, look up previous contacts with the person experiencing homelessness, and access information on available resources.
- Street outreach utilizes a person-centered approach, focused on the individual's strengths and resources, and never makes assumptions about what a person might need or want.
- Street outreach efforts utilize harm reduction principles, including non-judgmental, non-coercive provision of services and resources.
- Street Outreach Workers provide people experiencing homelessness with multiple opportunities to say 'no' and make repeated offers of assistance as necessary throughout the engagement process.
- Street outreach providers employ outreach staff with lived experience and offer commensurate compensation to all outreach staff. Street Outreach Workers provide warm handoffs to coordinated entry or to shelter, housing, and service providers (e.g. outreach staff may offer to physically accompany the individual to appointments to provide support).
- Street outreach efforts are respectful and responsive to the beliefs and practices, sexual orientations, disability statuses, age, gender identities, cultural preferences, and linguistic needs of all individuals.
- Street outreach efforts analyze local data regarding racial inequities and disparities among people experiencing homelessness and tailor and customize their efforts to ensure that equity is being achieved within their outreach activities and outcomes. This might include

diversifying staff and leadership, assuring appropriate geographic coverage, training all staff in issues of equity and cultural competency, and regularly analyzing performance and outcomes with a focus on racial equity.

- Street Outreach Workers utilize problem-solving techniques to identify strengths and existing support networks, explore possible safe housing options outside the homelessness service system, such as reunification with family, and connect the individual to community supports and services.
- Street outreach providers have protocols in place to ensure the safety of all individuals seeking assistance. These protocols help ensure that people fleeing domestic violence, as well as dating violence, sexual assault, trafficking, or stalking, have safe and confidential access to the coordinated entry process and domestic violence services.
- Street Outreach Workers will be mindful of personal safety working in teams of at least two persons. In cases of volatile situations key safety word should be established with regards to immediately exiting any situation.
- Street Outreach Workers also report any defiance as it pertains to code enforcement, unregistered vehicles and beautification to the Coordinator and the City's Homeless Services Technician so that they may report those findings to the appropriate City departments for action.

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EXHIBIT B

FEDERAL FUNDS AGREEMENT PROVISIONS

REMEDIES

Agreements for more than the Federal simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Providers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When Federal Funds are expended by the City, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of the Agreement by either party.

EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

Therefore, if applicable, during the performance of this contract, the Provider agrees as follows:

(I) The Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.

(4) The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Provider. The Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or Provider as a result of such direction by the administering agency, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

The Provider further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Provider agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Providers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Provider further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Provider debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Providers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Provider agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Provider under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Provider; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Providers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Providers must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Provider or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Provider must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts and sub-grants of amounts in excess of the Federal simplified acquisition threshold must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) By entering into this contract, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment 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 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), 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.

(3) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(4) This certification is a material representation of fact relied upon by the City. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(5) The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this contract. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Pursuant to this Federal rule, when Federal funds are expended by the City, Vendor certifies that during the term and after the awarded term of an award for all contracts by the City resulting from the procurement process, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROCUREMENT OF RECOVERED MATERIALS

When Federal funds are expended by the City, the City and its Providers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds the Federal Micro-purchase threshold or the value of the quantity acquired during the preceding fiscal year exceeded the Federal Micro-purchase threshold; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to this Federal rule, when Federal funds are expended by the City, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Vendor certifies, by signing this contract, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When Federal funds are expended by the City, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ACCESS TO RECORDS

The following access to records requirements applies to this contract:

- (1) The Vendor agrees to provide the State of Nevada, the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The Vendor shall not use the DHS seal(s), logos, crests or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may or will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Vendor, or any other party pertaining to any matter resulting from this contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

CIVIL RIGHTS

1. Compliance. Provider must comply with the following:

1. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act of 1987, revised under the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and most recently updated under Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, Emergency Solutions Grant Program Interim Rule (2012).
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as amended, which provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity receiving HUD financial assistance, and that the recipient of said financial assistance shall immediately take any measures necessary to enforce this requirement.
3. Title VIII of the Civil Rights Act of 1968 ("Fair Housing Act," 42 U.S.C. 3601, et seq.), as amended, which prohibits discrimination in the sale, rental, or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate-related transactions, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, familial status, national origin, or disability.
4. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 ("HCDA," 43 U.S.C. 5301 et seq.), as amended, which requires the recipient of federal funds to certify to the satisfaction of the Secretary of HUD that the recipient will affirmatively further fair housing and that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with federal funds.

5. Section 504 (29 U.S.C. 794) of the Rehabilitation Act of 1973, as amended, which provides no individual with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
6. Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), as amended, which prohibits discrimination against persons with disabilities.
7. Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as amended, which prohibits discrimination on the basis of age in programs or activities receiving HUD financial assistance.
8. Executive Order 11063, as amended, which prohibit discrimination on the basis of race, color, religion, sex, or national origin in the sale, leasing, rental, or other disposition of residential property and related facilities including land to be developed for residential use, or in the use or occupancy thereof, if such property and related facilities are financed in whole or in part with HUD funds.
9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, which bars discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin.
10. Equal Access Rule. In alignment with the Equal Access Rule, Provider will provide equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity and all other provisions of the equal access rule. 24 CFR Part §5.106, Equal Access Rule requires that HUD-assisted funded programs be made available to individuals without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibits inquiries into sexual orientation or gender identity for the purpose of determining eligibility for, or availability of, such housing. The rule has since been expanded to require that service providers give equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity.

2. Nondiscrimination

The Provider will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Provider will take affirmative action to ensure that all employment practices are free from such discrimination.

Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Provider will post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The Provider will comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Provider with any guidelines necessary for compliance with that portion of the regulations in force during the time of performance detailed in Section II above.

4. VAWA Compliance

Provider will comply with the provisions of the Violence Against Women Act (VAWA) as applied by 24 CFR 92.359 and, as applicable, 24 CFR 5, Subpart L. Provider further acknowledges that, despite its name, VAWA provisions apply without regard to an individual's sex, gender identity, or sexual orientation.

4.1. Core VAWA Protections

Unless included in the limitations on VAWA protections delineated in 24 CFR 5.2005(d), the following VAWA protections will apply to all applicants for or tenants of housing related activities in CDBG, ESG, Continuum of Care and HOME-assisted units:

- a. No individual may be denied admission or evicted on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or continued occupancy.
- b. Further, no individual may be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if: (i) the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and (ii) the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.
- c. In no case may an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall be construed as: i) a serious or repeated violation of a lease by the victim or threatened victim of such incident; or ii) good cause for terminating the tenancy or occupancy rights of the victim or threatened victim of such incident.

4.2. VAWA Notice

Provider must provide a Clark County-approved or specified VAWA notice and certification form to:

- a. Any tenant admitted to a federally funded assisted unit at the point the tenant is admitted to the unit.
- b. Any prospective tenant for a federally funded assisted unit whose application for occupancy is being denied based on the Provider's tenant selection policies or criteria as part of the written notification of denial otherwise required by 24 CFR 92.253; and
- c. Any existing tenant of a federally funded assisted unit whose lease is being terminated, or for whom the Provider is refusing to renew the lease, at the point the tenant is being provided with notice of termination or non-renewal.

4.3. Lease Bifurcation

Provider may seek to evict, remove, or otherwise terminate a household member from a federally funded assisted unit on the basis of such member's criminal activity relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual, as defined in 24 CFR 5.2003, or other individual. Such action may be taken without regard to whether the individual being removed is a signatory to the lease. In any such case, however, if necessary to avoid evicting, removing, or otherwise penalizing any victim of such activity who is also a lawful occupant of the federally funded assisted unit the Provider must bifurcate the lease to allow continued occupancy by remaining members of the household.

4.4. Emergency Transfer Plan

Provider must comply with the terms of the Clark County VAWA Emergency Transfer Plan, as may be updated from time to time, which among other items will:

- a. Allow for an internal emergency transfer to another available and safe unit in the development by any tenant or other lawful resident of a federally funded assisted unit who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. In such cases, the transferring tenant(s) may transfer to the new unit without having to undergo an application process and will, in all other respects, be treated as an in-place tenant.

b. In cases where an immediately available and safe unit is not available for internal transfer, require the Provider to notify the County by way of North Las Vegas city staff of the tenant's request for an external emergency transfer, to cooperate and assist in providing information to the tenant about other units potentially available in Clark County's portfolio of federally funded assisted units, and waive any early termination or other similar fee for tenants requiring an emergency transfer that results in the breaking of the lease.

4.5. Documentation

Provider may request that an individual seeking protections under the VAWA provisions provide documentation demonstrating that he/she is a victim of domestic violence, dating violence, sexual assault, or stalking. Provider's seeking such documentation must accept any of the following:

- a. A signed tenant certification, using HUD Form 5382 or such subsequent form document HUD may publish pursuant to 24 CFR 5.2005;
- b. A document signed by the tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the tenant has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- c. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency.

Further, the Provider may choose to accept other reasonable documentation of the individual seeking VAWA protections.

Nothing in this section shall be construed to require the Provider to document an individual's status as a victim. Instead the Provider may extend the VAWA protections broadly to any individual requesting VAWA protections based on a presumption of their status without requiring documentation of their victimization.

4.6. Confidentiality

Any information submitted to the Provider under these VAWA provisions, including but not limited to an individual's request for VAWA protections or the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking is confidential information, shall be maintained in strict confidence.

SECTION 3

1. Section 3 Clause

a. Compliance

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.”