

**AMENDMENT TO THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CLARK COUNTY  
DEPARTMENT OF SOCIAL SERVICE  
AND CLARK COUNTY DEPARTMENT OF PARKS AND RECREATION FOR  
THE PARKDALE PARK BASKETBALL/POOL RENOVATION**

**RECITALS**

**WHEREAS**, Community Resources Management (CRM), a unit of the Department of Social Service, is the local grant administrator for Clark County for Fiscal Years 2020-2024 United States Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") CFDA# 14.218 funds under the Housing and Community Development Act of 1974, P. L. 93-383 as amended; and

**WHEREAS**, the Board of County Commissioners has allocated funds to the Clark County Department of Parks and Recreation (PAR) for the development and construction of the Parkdale Park Basketball and Pool Renovation; and

**WHEREAS**, the United States Department of Housing and Urban Development ("HUD") specifically requires a written agreement between the local grant administrator and the grant recipient (the "Parties") with respect to the following matters:

- A. The manner in which services will be provided; and
- B. The manner in which the parties will cooperate in administering and overseeing the financial aspects of the project or program; and

**WHEREAS**, the parties desire to record their agreement by means of this Memorandum of Understanding ("Agreement")

**WHEREAS**, the Board of County Commissioners approved an additional \$158,228 in funding on July 19, 2022 to the already approved \$476,913 bringing the new total amount allocated to \$635,141.

**NOW, THEREFORE**, CRM and PAR hereby agree and understand as follows:

- A. The County shall provide a maximum of SIX HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED FORTY-ONE AND NO 100th DOLLARS (\$635,141) from CDBG funds for Federal Fiscal Years 2020-2024 for the development and construction of the Parkdale Park and Pool Renovation. The purpose of the funds is delineated by **Exhibit "B"**, "Expenditures Eligible for Reimbursement", and **Exhibit "C"**, "Scope of Services", attached hereto and incorporated herein as if fully set forth. PAR was originally awarded FOUR HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED THIRTEEN AND NO 100th DOLLARS (\$476,913). Due to increased costs, an additional

ONE HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED TWENTY-EIGHT AND NO 100th DOLLARS (\$158,228) shall be reallocated to PAR.

B. PAR shall utilize these CDBG funds for the renovation of Parkdale Park, located at 3200 Ferndale Street in unincorporated Clark County (the "Project").

C. As timely and efficient completion of the project may require additional services by project managers, architects, engineers, professionals and construction firms, the Manager of CRM is authorized to approve in writing additional expenditures from the CDBG construction contingency account for such services, if funds are budgeted and available, not to exceed ten (10) percent cumulatively of the amount committed for the Project, provided such expenditures are necessary for the proper functioning and preservation of the Project, are not subject to competitive bidding and are in accordance with the CDBG requirements.

D. PAR will provide CRM with data of all expenses encumbered against the CDBG funds for Federal Fiscal Years 2020-2024.

E. It is specifically understood and agreed by PAR that CRM shall not be obligated to pay any monies in the event that such funds, for any reason, are terminated or withheld from the County or are otherwise not forthcoming, and in such event, CRM may terminate this Agreement. If the Agreement is terminated, PAR shall be reimbursed for eligible costs incurred up to and including the effective termination date.

F. PAR will provide program services as set forth in **Exhibit "C"**. PAR will provide CRM with client usage records on a biyearly basis every six (6) months, and a cumulative report of the data to be submitted with the cumulative report of the data to be submitted with the June report. PAR will provide the client usage report using the Clark County Grantee Performance Report Direct Benefit Activities Form monthly as shown in **Exhibit "D"**. These records will contain, but are not limited to, the following data regarding the program target population:

1. Total clients served.
2. Racial breakdown of clients served including White, Black/African American, Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native and White, Asian and White, Black/African American and White, American Indian/Alaskan Native and Black/African American, and Other multi-racial.
3. Provide the number of Hispanic clients served by each race as determined by client. Total number should be in addition to the race categories and not a substitute for race.

4. Number and percentage of Low- and Moderate-Income clients, as defined by the HUD CDBG Income Limits or Presumed Benefit Categories. (Exhibit "A");
5. Number of female heads-of-household served.

G. In accordance the procedures established by Clark County, the Director of the Social Service Department and the Director of PAR are authorized to sign documents of behalf of the administrative sub-entities. No contracts for construction may be entered into until CRM has provided PAR with a notice that HUD has approved the environmental review.

H. This Agreement shall take effect as of July 1, 2020, which began the five-year CDBG Capital Improvement Plan period and shall continue in force and effect until terminated either:

1. By either party, for any reason with written notice at 60 days prior to the end of the program year.
2. As provided in section E, effective upon delivery of written notice to the Director of PAR.

This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and no prior agreement between the parties except as contained herein shall be given effect.

I. The use of, or planned use, of the Project shall not be changed within fifteen (15) years from the date of Project completion unless it provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change and receives written approval from the County in compliance with 24 CFR 570.505 Use of Real Property, and either:

1. The new use of such property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government; or
2. The requirements in paragraph (b) of this section are met.

If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under the section above, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. If the change of use occurs after

closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed. Following the reimbursement of the CDBG program the property no longer will be subject to any CDBG requirements.

J. PAR shall allow duly authorized representatives of the County, including CRM or independent auditors contracted by the County, to conduct such reviews, audits, and on-site monitoring of activities related to the Project as the reviewing entity deems to be appropriate in order to determine:

1. Whether the objectives of the Project are being achieved;
2. Whether the Project is being conducted in an effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
4. Whether the financial operations of the Program are being conducted properly;
5. Whether the information provided to the County is accurate;
6. Whether all the activities of the Project are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

Visits by CRM, independent auditors contracted by the County, shall be announced to PAR 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 these records of PAR which related to the Project, including but not limited to all books, documents, accounts, records, reports, files, papers, things, property, and persons pertaining to such financial transactions and necessary to facilitate the audit, accepting such matters as deemed confidential.

K. PAR shall record all costs of the Project budget line items which shall supported by adequate source documentation including checks, invoices, contracts, vouchers, orders, and other accounting documents which demonstrate in proper detail the nature and propriety of all costs.

L. Copies, excerpts, or transcripts of all the books, documents, papers, and records including checks, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Project will be provided upon request to CRM without the necessity of visitation.

M. PAR will receive reimbursement for Project activities and CRM will begin reimbursing eligible costs based upon the receipt and availability of the fees.

N. The parties hereto will amend or otherwise revise this Agreement should modification be required by any applicable law or reasonably necessary to accomplish the legislative intent.

O. This MOU is not intended to be a contract supported by mutual consideration but rather to memorialize the County's understanding of some of the duties incident to the rights and responsibilities created by law. It is not intended to benefit any third parties.

ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM

ELIZABETH A. VIBERT  
DISTRICT ATTORNEY

By:   
ELIZABETH A. VIBERT  
DEPUTY DISTRICT ATTORNEY

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DANIEL C. HERNANDEZ, DIRECTOR  
CLARK COUNTY DEPARTMENT OF PARKS AND RECREATION

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KRISTIN R. COOPER, ASSISTANT DIRECTOR  
CLARK COUNTY DEPARTMENT OF SOCIAL SERVICE

**EXHIBIT "A"**

**DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA**

**HUD FY22 CDBG INCOME LIMITS**

FAMILY SIZE	INCOME NOT TO EXCEED		
	LOW INCOME (80%)	VERY LOW INCOME (50%)	EXTREMELY LOW INCOME (30%)
1	\$45,850 or less	\$28,650 or less	\$17,200 or less
2	\$52,400 or less	\$32,750 or less	\$19,650 or less
3	\$58,950 or less	\$36,850 or less	\$22,100 or less
4	\$65,450 or less	\$40,900 or less	\$24,550 or less
5	\$70,700 or less	\$44,200 or less	\$26,550 or less
6	\$75,950 or less	\$47,450 or less	\$28,500 or less
7	\$81,200 or less	\$50,750 or less	\$30,450 or less
8	\$86,400 or less	\$54,000 or less	\$32,450 or less

Information provided by the United States Department of Housing and Urban Development, Effective June 1, 2022.  
Source: <https://www.huduser.gov/portal/datasets/il.html>

*Median Family Income for a family of four in FY 2022 in Clark County is \$81,700.*

A **low-income household** means a household having an income equal to or less than the CDBG low income limit established by HUD. A **very-low-income household** means a household having an income equal to or less than the CDBG very low-income limit established by HUD at 50 percent of median household income. An **extremely low-income household** means a household whose income is 30 percent or less of the Median Family Income adjusted for family size.

**Presumed Benefit Categories:** Activities that exclusively serve a group of persons in any one or a combination of the following HUD approved categories may be presumed to benefit 51% of the persons who are low to moderate income. Since these groups are presumed to be low and moderate income, individual income verification is not required although other client statistics will be required. **HUD Presumed Benefit groups include abused children, battered spouses/partners, elderly persons (62 or older), adults meeting the Bureau of the Census' Current Population Reports definition of severely disabled, homeless persons, illiterate adults, persons living with AIDS, and migrant farm worker**

**EXHIBIT "B"**  
**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**  
**CLARK COUNTY SOCIAL SERVICE**  
**PARKDALE PARK AND POOL RENOVATION**

Fiscal Year 2020/2021 Community Development Block Grant Funds (CFDA 14.238)

The following items may be reimbursed with Clark County Community Development Block Grant (CDBG) federal funds for fiscal years 2020-2024, in a combined total not to exceed \$635,141.

Area Benefits Activities: (1) an activity, the benefits of which are available to all the residents in a particular area, which are at least 51 percent of the residents are low- and moderate- income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must the entire area served by the activity.

A CDBG funded capital facility must serve a majority of low- and moderate- income people if it is to be eligible under the 'area benefit' criteria. To determine whether an area meets the 51 percent test, it is necessary to first define its service area and percentage of families with income below 80 percent area median for proposed service area.

Public Facilities and Improvements	
Construction .....	\$467,339
Development .....	\$167,802
<b>TOTAL COSTS \$635,141</b>	

## **EXHIBIT "C"**

### **CLARK COUNTY SOCIAL SERVICE**

#### **CORA COLEMAN SENIOR CENTER ROOM EXPANSION AND SHADE**

##### **SCOPE OF SERVICES**

CDBG Program Years 2020-2024

1. CRM will provide a total of SIX HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED FOURTY ONE AND NO 100th DOLLARS (\$635,141) Fiscal Year 2020-2024 CDBG funds (the "Funds") to provide development and construction services.
2. PAR will implement the funding for the design and construction of the expansion.
3. Specifically, the funds will fund the existing asphalt basketball court to be removed and replaced with a basketball court (94'x 60') concrete basketball court (84'x 50' playing area). Project parameters include demolition of the existing asphalt court, sub-base, basketball goals, posts and footings; new earthwork, sub-base, irrigation adjustments, new concrete court, non-slip surfacing, striping, installation of new footings, posts and goals. The pool building construction will convert the storage area to a first aid room, cashier area and observation area. This project includes the removal of interior counters/shelving, selective removal of interior wall, cutting in and installing new 5'W x 3'H cashier window with pass thru, installation of metal rolling shutter (non-electric), repainting walls and ceiling, polishing and resealing concrete floor, removal of existing fencing section and entrance door. It will also include installation of a new steel pool gate section at the lifeguard building and connect to the existing pool perimeter fencing. This includes (2) new self-closing/latching walk gates, core drilling deck for new fence post footings and patching the deck as needed. Installation of an additional sidewalk at new walk gate entrance will be added for better accessibility.
4. The cost estimate includes estimated costs to design and conduct the renovation of the park and pool.
5. PAR will provide notice to CRM of any program changes during Fiscal Year 2020-2024 for which funds are allocated under the provisions of this Agreement.