

CLARK COUNTY, NEVADA
STATE AND COUNTY ESG-CV EMERGENCY SHELTER PROGRAM
CBE NO. 606177-22

HELP OF SOUTHERN NEVADA
NAME OF FIRM
Fuila Riley, Chief Executive Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1640 East Flamingo Rd. Suite 100 Las Vegas, Nevada 89119
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 369-4357
(AREA CODE) AND TELEPHONE NUMBER
(702) 369-4089
(AREA CODE) AND FAX NUMBER
friley@helpsonv.org
E-MAIL ADDRESS

STATE AND COUNTY ESG-CV EMERGENCY SHELTER PROGRAM

This Contract is made and entered into this _____ day of _____, 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and HELP OF SOUTHERN NEVADA (hereinafter referred to as SUBRECIPIENT), for State and County ESG-CV Emergency Shelter Program (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$2,982,857, including all travel, lodging, meals and miscellaneous expenses; and WHEREAS, SUBRECIPIENT has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and SUBRECIPIENT agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain SUBRECIPIENT for the period from January 1, 2022 through September 30, 2022. During this period, SUBRECIPIENT agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay SUBRECIPIENT for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$2,982,857. COUNTY'S obligation to pay SUBRECIPIENT cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by SUBRECIPIENT and it shall be SUBRECIPIENT'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

B. Progress

SUBRECIPIENT will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work. All monthly operational expenses must be accompanied by invoices that include a breakdown of all cost and will be verified by COUNTY.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if SUBRECIPIENT fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount SUBRECIPIENT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

- d. COUNTY'S representative shall notify SUBRECIPIENT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. SUBRECIPIENT must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount SUBRECIPIENT will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay SUBRECIPIENT within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or SUBRECIPIENT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to SUBRECIPIENT all damages, costs and expenses caused by SUBRECIPIENT'S negligence, resulting from or arising out of errors or omissions in SUBRECIPIENT'S work products, which have not been previously paid to SUBRECIPIENT.
7. COUNTY shall not provide payment on any invoice SUBRECIPIENT submits after six (6) months from the date SUBRECIPIENT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted via email to: crminfo@clarkcountynv.gov and Belinda.Lombardo@ClarkCountyNV.gov.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. SUBRECIPIENT will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to SUBRECIPIENT.

SECTION III: SCOPE OF WORK

Services to be performed by SUBRECIPIENT for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written amendment, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in SUBRECIPIENT'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of SUBRECIPIENT for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by SUBRECIPIENT of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by SUBRECIPIENT shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF SUBRECIPIENT

- A. It is understood that in the performance of the services herein provided for, SUBRECIPIENT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, SUBRECIPIENT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by SUBRECIPIENT in the performance of the services hereunder. SUBRECIPIENT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. SUBRECIPIENT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by SUBRECIPIENT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of SUBRECIPIENT be unable to complete his or her responsibility for any reason, SUBRECIPIENT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If SUBRECIPIENT fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. SUBRECIPIENT has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. SUBRECIPIENT agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. SUBRECIPIENT will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by SUBRECIPIENT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, SUBRECIPIENT shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of SUBRECIPIENT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. SUBRECIPIENT will not produce a work product which violates or infringes on any copyright or patent rights. SUBRECIPIENT shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by SUBRECIPIENT shall not in any way relieve SUBRECIPIENT of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of SUBRECIPIENT'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and SUBRECIPIENT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by SUBRECIPIENT'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by SUBRECIPIENT for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by SUBRECIPIENT to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. SUBRECIPIENT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by SUBRECIPIENT, without prior written approval of COUNTY.
- B. Approval by COUNTY of SUBRECIPIENT'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve SUBRECIPIENT of responsibility for the professional and technical accuracy and adequacy of the work. SUBRECIPIENT shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by SUBRECIPIENT'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of SUBRECIPIENT'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with SUBRECIPIENT in the performance of services under this Contract and will be available for consultation with SUBRECIPIENT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by SUBRECIPIENT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Claudia Young, Assistant Manager, Department of Social Service – Community Resource Management, telephone number (702) 455-2269 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform SUBRECIPIENT by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to SUBRECIPIENT. It is understood that COUNTY'S representative's review comments do not relieve SUBRECIPIENT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist SUBRECIPIENT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. SUBRECIPIENT will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent SUBRECIPIENT.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If SUBRECIPIENT'S performance of services is delayed or if SUBRECIPIENT'S sequence of tasks is changed, SUBRECIPIENT shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by SUBRECIPIENT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to SUBRECIPIENT at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay SUBRECIPIENT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. SUBRECIPIENT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by SUBRECIPIENT for any cause other than the error or omission of the SUBRECIPIENT, for an aggregate period in excess of thirty (30) business days, SUBRECIPIENT shall be entitled to an equitable adjustment of the compensation payable to SUBRECIPIENT under this Contract to reimburse SUBRECIPIENT for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after SUBRECIPIENT is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay SUBRECIPIENT that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay SUBRECIPIENT that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to SUBRECIPIENT at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of SUBRECIPIENT'S default.
 - b. Upon receipt or delivery by SUBRECIPIENT of a termination notice, SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of SUBRECIPIENT to fulfill contractual obligations, it is determined that SUBRECIPIENT has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event SUBRECIPIENT shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of SUBRECIPIENT assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and SUBRECIPIENT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of SUBRECIPIENT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within SUBRECIPIENT'S control.

SECTION X: INSURANCE

- A. SUBRECIPIENT shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. SUBRECIPIENT shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If SUBRECIPIENT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUBRECIPIENT to stop the work, declare SUBRECIPIENT in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Attention: Karen Schneider, CRM Manager
 Clark County Department of Social Service
 2424 N. Martin Luther King Blvd.
 North Las Vegas, Nevada 89032

TO SUBRECIPIENT: Attention: Shelly Torres, Chief Financial Officer
 HELP of Southern Nevada
 1640 East Flamingo Rd. Suite 100
 Las Vegas, Nevada 89119

SECTION XII: MISCELLANEOUS

A. Independent Contractor

SUBRECIPIENT acknowledges that SUBRECIPIENT and any subcontractors, agents or employees employed by SUBRECIPIENT shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of SUBRECIPIENT or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, SUBRECIPIENT agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUBRECIPIENT acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUBRECIPIENT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare SUBRECIPIENT in breach of the Contract, terminate the Contract, and designate SUBRECIPIENT as non-responsible.

D. Assignment

Any attempt by SUBRECIPIENT to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

SUBRECIPIENT does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of SUBRECIPIENT or the employees or agents of SUBRECIPIENT in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to SUBRECIPIENT, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by SUBRECIPIENT or any agent or representative of SUBRECIPIENT to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against SUBRECIPIENT as it could pursue in the event of a breach of this Contract by SUBRECIPIENT; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by SUBRECIPIENT in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by SUBRECIPIENT is subject to review by COUNTY to ensure contract compliance. SUBRECIPIENT agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to SUBRECIPIENT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

SUBRECIPIENT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. SUBRECIPIENT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

SUBRECIPIENT shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by SUBRECIPIENT shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

SUBRECIPIENT shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by SUBRECIPIENT is for COUNTY'S information only.

M. Disclosure of Ownership Form

SUBRECIPIENT agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

SUBRECIPIENT shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUBRECIPIENT shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of SUBRECIPIENT to supply goods or services, COUNTY is neither endorsing nor suggesting that SUBRECIPIENT'S service is the best or only solution. SUBRECIPIENT agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

SUBRECIPIENT certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

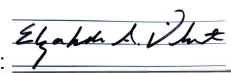
SUBRECIPIENT:
HELP OF SOUTHERN NEVADA

By: _____
FULALA RILEY
Chief Executive Officer

4/20/2022

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

May 11, 2022

DATE

EXHIBIT A
STATE AND COUNTY ESG-CV EMERGENCY SHELTER PROGRAM
SCOPE OF WORK

I. Overview

Clark County, Nevada, (COUNTY) receives funds under the Emergency Solutions Grant (ESG) Program of the United States Department of Housing and Urban Development (HUD) CFDA# 14.231, as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) (S. 896), and HUD's ESG regulations in 24 CFR Part 576, as Interim Rule. The purpose of the ESG Program is designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The COUNTY, as an Entitlement Grantee for the ESG Program, is responsible for the administration, implementation, planning, and evaluation within its respective jurisdiction of the ESG Program and for the HUD Consolidated Plan (the Plan).

The services which are funded by the ESG Program must benefit homeless individuals and families or individuals and families at imminent risk of homelessness within the respective jurisdiction of the COUNTY, and in accordance with Attachment 1 – Direct Service Income Eligibility attached hereto and incorporated herein as if fully set forth, for reference in determining the applicability of these funds based on HUD Section 8 Income guidelines under the relevant HUD regulations, requirements, and guidelines.

The COUNTY was awarded Emergency Solutions Grant Coronavirus (ESG-CV) County Funds on January 28, 2021 and State funds by the Nevada Department of Business and Industry Housing Division on June 2, 2021 (Grant #E-20-DW-32-0001, CFDA # 14.231) for the purpose of preventing, preparing, and responding to COVID-19. **HELP of Southern Nevada**, ("SUBRECIPIENT") **DUNS#165099326**, a Nevada non-profit corporation created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261, located at 1640 E. Flamingo Rd. #100, Las Vegas, NV 89119, proposes to support emergency shelter services operations (the "PROGRAM").

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 COUNTY or grant money to a private organization, not for profit, to be expended for the selected purpose.

II. Scope of Services

The COUNTY will provide an amount not to exceed **ONE MILLION, TWO HUNDRED EIGHTY-EIGHT THOUSAND, SIX HUNDRED SIXTY FIVE AND 45/100TH DOLLARS (\$1,288,665.45) in State ESG-CV and ONE MILLION, SIX HUNDRED-NINETY-FOUR THOUSAND, ONE HUNDRED NINETY ONE AND 55/100TH Dollars (\$1,694,191.55) of County funds, for a total of \$2,982,857 (Funds)** to assist SUBRECIPIENT with the operational costs for the ESG-CV EMERGENCY SHELTER PROGRAM during the period from **January 1, 2022 through September 30, 2022 for the County and State funds**, as outlined in this Exhibit A, attached hereto and incorporated herein as if fully set forth, and for the uses described in Exhibit A, which meet the State/County ESG-CV Program objectives.

SUBRECIPIENT will provide emergency shelter assistance to 90 individuals, in accordance with 24 CFR 576.400, Subpart E, Program Requirements, assistance to homeless individuals and households in obtaining:

1. Appropriate supportive services, including housing navigation, medical health treatment, mental health treatment, counseling, supervision, employment, education, youth programs, and other services essential for achieving independent living; and
2. Other federal, state, local, and private assistance available for such individuals.

As grant funds are to be used to assist with emergency shelter services, SUBRECIPIENT agrees to meet the conditions set forth by 24 CFR 576.102, including the following:

1. PROGRAM participants receiving emergency shelter assistance must meet the definition of "homeless" as defined under 24 CFR.576.2, under paragraphs (1), (2), (3), and (4); and
2. PROGRAM participants must be seniors 60 years of age or older or have an underlying condition/issue or families or Extreme Adults without children (AWOC) cases approved by HELP, with priority being seniors, medically fragile and families.

3. Eligible activities under the Emergency Shelter Component, 24 CFR 576.102, are as follows: essential services, case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, services for special populations, shelter renovation, shelter operations, and assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA); and
4. If all or a portion of ESG funding is used by SUBRECIPIENT for an emergency shelter or services for families with children under 18, the age of a child under 18 must not be used as a basis of denying any family's admissions to the SUBRECIPIENT'S emergency shelter.

SUBRECIPIENT will collect and input data on clients assisted with ESG-CV funds into the Homeless Management Information System (HMIS). If an assisted household refuses to consent to the inputting of client-level data into the HMIS, SUBRECIPIENT shall enroll the household using anonymous client identifiers and enter services and notes accordingly into HMIS.

SUBRECIPIENT will provide PROGRAM progress reports to COUNTY on a quarterly basis which shall be submitted as per the format and instructions found on Attachment 2 – Quarterly Progress Report to Clark County. These reports will contain, but are not limited to, the following data regarding PROGRAM participants and target population:

1. Maintenance of shelter spaces available each quarter.
2. Total number of unduplicated clients served during the quarter.
3. Number of people stably housed or with increased income.
4. Number of clients connected to other services; and
5. SUBRECIPIENT'S or PROGRAM'S progress toward achieving the objectives outlined.

SUBRECIPIENT will ensure that all client demographic data is entered into HMIS in real-time and will frequently review the HUD report [HUDX-228] ESG CAPER report in HMIS to ensure minimal error rates and manage the frequency of usage of the Data Not Collected fields.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625), and Section 605 of the Violence Against Women Act prohibiting the disclosure of personally identifying information about any client of a Victim Service Provider. A Victim Service Provider is a nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking.

SUBRECIPIENT shall involve, to the maximum extent possible, homeless individuals and families or formerly homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the PROGRAM, in providing services for occupants of these facilities, and if possible in the policy and decision making process of providing these services in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550) and 24 CFR 576.405. If homeless or formerly homeless individuals or families are not able to participate, SUBRECIPIENT shall develop and implement a plan to involve a homeless or formerly homeless person.

SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates PROGRAM requirements; such formal process shall recognize the rights of individuals affected and may include a hearing.

SUBRECIPIENT shall comply with non-discrimination and equal opportunity practices as delineated in 24 CFR 576.407, including the provision of interpretive services for persons who are limited in their English proficiency. The requirements in 24 CFR part 5, subpart A including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a), Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by COUNTY will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by COUNTY, Contract suspension or termination procedures will be initiated, and any State/County ESG-CV funds received are subject to recapture. SUBRECIPIENT acknowledges these funds are not to be used for research and development activities.

III. General Conditions

Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

SUBRECIPIENT shall ensure that data inputted into the community HMIS system is complete and accurate and shall maintain a Data Quality Standard of 95% or better.

SUBRECIPIENT shall ensure that the HMIS system has current information concerning SUBRECIPIENT'S funded services, including housing inventory, and the eligibility criteria for client participation, such that other HMIS users can use the Eligibility Screen filters to make informed and accurate referrals.

SUBRECIPIENT shall maintain client data demonstrating client eligibility (including clients deemed ineligible for the PROGRAM) for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a minimum period of five (5) years and up to a period of ten (10) years, depending on ESG-CV funding components which ESG-CV funds were used to document compliance with the provisions of 24 CFR 576.500(y).

SUBRECIPIENT will maintain records for five (5) years for each individual and family determined ineligible to receive State/County ESG-CV Emergency Shelter assistance. The record must include documentation of the reason for that determination and demographic data (race, age, gender, and national origin).

IV. Federal General Conditions

A. 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), and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.
3. Title VIII of the Civil Rights Act of 1968, Pub.L. 90 284.
4. Section 109 of the Housing and Community Development Act of 1974, Pub. L. 93-383, and implementing regulations issued at 24 CFR, Part 6.
5. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.
6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR Part 100.
7. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, any amendments thereto, and the regulations of HUD with respect to that Act, including 24 CFR, Part 135.
8. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.
9. Executive Order 13166 concerning improving the accessibility of services to eligible Limited English-Proficient (LEP) persons, and any amendments thereto.
10. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR Part 146.
11. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8. For purposes of the ESG program, the term "dwelling units" in 24 CFR, Part 8, shall include sleeping accommodations.
12. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.
13. The Federal Labor Standards Act.
14. The Fair Labor Standards Act of 1938, as amended.
15. 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).
16. 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 shelter occupants from the hazards associated with lead-based paint abatement procedures.
17. The Davis Bacon Act, as amended, does not apply to the Emergency Solutions Grant program.
18. 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).

19. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544), as amended by Section 903 of the Housing and Community Development Act of 1992, Pub. L. 102-550, approved October 28, 1992 (1992 HCD Act), and Section 3003 of the Omnibus Budget Reconciliation Act of 1993, Pub. L. 103-66, approved August 10, 1993.
20. 24 CFR, Part 92, of the Cranston-Gonzalez National Affordable Housing Act of 1990.
- 24 CFR, Part 24, Subpart F of the Drug Free Workplace Act of 1988.
22. 2 CFR Part 200, outlining the procurement requirements for nonprofit organizations. Should a contractor be hired to carry out any of the project activities, the contractor must be selected through a competitive procurement process in accordance with 2 CFR 2 CFR 200.317-326. In cases not covered by 2 CFR 200.317-326 the regulations at 24 CFR 576.57(d) governing conflict-of-interest apply.
23. Section 319 of Pub. 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.
24. To the extent that they are otherwise applicable, SUBRECIPIENT shall comply with:
 - a. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. P. 339; 3 CFR, 1966-1970 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141; and the implementing regulations at 41 CFR Chapter 60; and
 - b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
25. Faith-based Activities: Organizations that are religious or faith-based are eligible to participate in the ESG-CV and CDBG-CV program, within the following guidelines:
 - a. SUBRECIPIENTS may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as defined in 24 CFR 570.200(j), as part of the programs or services funded under this part;
 - b. If a SUBRECIPIENT conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Contract, and participation must be voluntary for the beneficiaries of the ESG-funded programs or services; and
 - c. SUBRECIPIENT shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief.
26. The Americans with Disabilities Act, as amended.
27. SUBRECIPIENT certifies, by signing this Contract, 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. SUBRECIPIENT must notify COUNTY if they become disbarred or suspended during the term of this agreement.

Budget

Activity Description	STATE ESG-CV	County ESG-CV
General Administrations/Operations: Staffing costs, utilities, maintenance, supplies and other costs associated with operating the Shelter	\$1,288,665.45	\$1,694,191.55
TOTAL not to exceed	\$1,288,665.45	\$1,694,191.55

Attachment 1

DIRECT SERVICE INCOME ELIGIBILITY CRITERIA EMERGENCY SOLUTIONS GRANT INCOME ELIGIBILITY CRITERIA FOR CLARK COUNTY, NEVADA

U.S. Department of Housing and Urban Development (HUD) 2020 Income Limits

Effective June 1, 2021

Clark County Median Family Income is \$72,400.

Family Size	Annual Income Not to Exceed
1	\$16,550
2	\$18,900
3	\$21,250
4	\$23,600
5	\$25,500
6	\$27,400
7	\$29,300
8	\$31,200

Source: <https://www.hudexchange.info/resource/5079/esg-income-limits/>

Attachment 2
QUARTERLY PROGRESS REPORT TO CLARK COUNTY

Reflecting Months: _____ Year: _____

Organization: HELP of Southern Nevada, A Nevada Corporation

Program: ESG-CV EMERGENCY SHELTER PROGRAM

PROGRESS TOWARDS ACHIEVING OBJECTIVES:

OBJECTIVE	THIS QUARTER	YEAR TO DATE
Maximum number of shelter spaces available		
Total number of unduplicated clients served		
Number of people stably housed or with increased income		
Number of clients connected to other services		
Program's progress toward achieving the outcomes outlined in the Scope of Services		

NARRATIVE REPORT: (please use additional pages as necessary)

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

Describe any problems and/or changes implemented during the operating year:

Describe any progress made to build collaborations or facilitate cooperation among and between agencies and persons serving this population:

Please list any Technical Assistance subject matters that would improve your agency's or the community's ability to better serve this target population:

EXHIBIT B
STATE AND COUNTY ESG-CV EMERGENCY SHELTER PROGRAM
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, SUBRECIPIENT SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** SUBRECIPIENT shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. SUBRECIPIENT'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** SUBRECIPIENT'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUBRECIPIENT'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, SUBRECIPIENT shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, SUBRECIPIENT shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUBRECIPIENT and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- I. **Workers' Compensation:** SUBRECIPIENT shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a SUBRECIPIENT that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that SUBRECIPIENT has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure to Maintain Coverage:** If SUBRECIPIENT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUBRECIPIENT to stop the work, declare SUBRECIPIENT in breach, suspend or terminate the Contract.
- K. **Additional Insurance:** SUBRECIPIENT is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages:** SUBRECIPIENT is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by SUBRECIPIENT, their subcontractors or anyone employed, directed or supervised by SUBRECIPIENT.

- M. **Cost:** SUBRECIPIENT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- O. **Insurance Form Instructions:** The following information must be filled in by SUBRECIPIENT'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. SUBRECIPIENT'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 9. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. SUBRECIPIENT'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3. Company's Best Key Rating
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
	POLICY X PROJECT LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS							\$
	NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

7. CBE NO. 606177-22; STATE AND COUNTY ESG-CV EMERGENCY SHELTER PROGRAM.

8. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.