

**AMENDMENT TO RESOLUTION TO GRANT COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS (CFDA#14.218) TO  
NEVADA PARTNERSHIP FOR HOMELESS YOUTH (NPHY)  
FOR THE NPHY OUTREACH, VOLUNTEER, AND OPERATIONS (OVO) CENTER**

**WHEREAS** Clark County, Nevada ("the County") has entered into a grant Agreement with the United States Department of Housing and Urban Development ("HUD") for participation in the Community Development Block Grant ("CDBG") CFDA 14.218 program under the Housing and Community Development Act of 1974, P.L. 93-383, as amended; and

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

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

**WHEREAS** Nevada Partnership for Homeless Youth (NPHY), DUNS# 185489502, a Nevada non-profit corporation hereinafter referred to as ("Subrecipient"), owns the property at 4969 Shirley Street, Las Vegas, NV 89119, a 2,226 sq. ft. single-family, four-bed, two-bath residential house zoned for commercial use that NPHY will convert into the NPHY Outreach, Volunteer, and Operations (OVO) Center ("Project"). NPHY proposes to use CDBG funds to renovate and modernize the property strengthening NPHY's outreach efforts by dedicating a space for training and deploying volunteers to bring resources and support to homeless youth; and

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

**WHEREAS** the County intends to provide CDBG grant assistance per Board of County Commissioner approval on May 5, 2020, when the NPHY OVO Center was added to the County's Five-Year Capital Improvement Plan for Fiscal Years 2020-2024 with an allocation of \$1,693,275; and

**WHEREAS**, on February 2, 2021, the Board of County Commissioners approved the reallocation of \$800,000 in CDBG funds from CDBG administrative cost savings due to increased construction costs, bringing the total to \$1,693,275; and

**WHEREAS**, on January 03, 2023, the Board of County Commissioners approved the reallocation of \$288,000 in CDBG funds from CDBG administrative cost savings due to increased construction costs, bringing the total to \$1,981,275; and

**WHEREAS**, the Project has been certified by the County as having met the primary objective of the Plan, which certification authorizes HUD to make grants to private nonprofit agencies for the acquisition, construction, conversion of buildings, or rehabilitation of temporary shelters and transitional housing for the homeless under 24 CFR 570.201(c);

and

**WHEREAS**, pursuant to NRS 244.1505, the Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County or grant money to a private, non-profit organization to be expended for the selected purpose; and

**WHEREAS** the Board of County Commissioners hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified in **Exhibit "B"** attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County.

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

**I. SCOPE OF SERVICES**

A. A total amount not to exceed ONE MILLION NINE HUNDRED EIGHTY ONE THOUSAND TWO HUNDRED SEVENTY FIVE AND NO/100TH DOLLARS (\$1,981,275) in CDBG funds from Clark County's FY 2020-2024 Capital Improvement Plan (the "Funds") shall be paid to or on behalf of Subrecipient in accordance with the approved and executed budget which is attached hereto as **Exhibit "C"** and by this reference made a part hereof, to assist Subrecipient with the cost of the Project, as described in the "Scope of Work" set forth in **Exhibit "B"**, attached hereto and incorporated herein, as if fully set forth.

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

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

C. Project is part of Clark County's FY 2020-2024 CDBG Capital Improvement Plan. The County has approved a total award of \$1,981,275 to the Project to be funded from monies received from the CDBG Program during the Five-Year CIP period.

All other terms and conditions of the original agreement remain in effect.

### **III. FEDERAL GENERAL CONDITIONS**

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

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

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

(3) Title VIII of the Civil Rights Act of 1968, P. L. 90-284.

(4) Section 109 of the Housing and Community Development Act of 1974.

(5) Title VI of the Civil Rights Act of 1964, P.L. 88-352 (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 109, Title I of the Community Development Act of 1974, P.L. 93-383.

(8) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto and the regulations of HUD with respect thereto, including 24 CFR, Part 75.

All other terms and conditions of the original agreement remain in effect.

PASSED, ADOPTED, and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CLARK COUNTY,

By \_\_\_\_\_

KEVIN SCHILLER, COUNTY MANAGER

ATTEST:

\_\_\_\_\_  
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM

STEVEN B. WOLFSON  
DISTRICT ATTORNEY

By: Elizabeth A. Vibert  
ELIZABETH VIBERT

DEPUTY DISTRICT ATTORNEY

## **EXHIBIT “B”**

### **NEVADA PARTNERSHIP FOR HOMELESS YOUTH (NPHY) NPHY OUTREACH, VOLUNTEER AND OPERATIONS (OVO) CENTER DESCRIPTION AND SCOPE OF WORK**

1. Clark County will expend ONE MILLION NINE HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100TH DOLLARS (\$1,981,275) in Fiscal Years 20-24 CDBG funds (the "Funds") for NEVADA PARTNERSHIP FOR HOMELESS YOUTH (NPHY) ("Subrecipient") to convert, expand, renovate and modernize the property located at 4969 Shirley Street, Las Vegas, NV 89119 into the NPHY Outreach, Volunteer, and Operations (OVO) Center ("Project"); and
2. No funds may be expended until the required Environmental Review has been completed.
3. The Project generally consists of:
  - Removal and disposal of sections of house
  - Pool enclosure-safety purposing
  - Roof structure (framing to remain) including rain gutters
  - Light fixtures with electrical conduits
  - HVAC ductwork and diffusers, new RTU units
  - Casework/millwork - doors/frames, garage door
  - Glazing
  - Interior nonstructural walls
  - Landscaping
  - Concrete flatwork- foundation, new commercial driveway, an additional concrete slab, sidewalk and curb
  - New CMU wall and concrete footings in the front planter area
  - Installation of a new wrought iron fence
  - All work performed under Davis Bacon Prevailing Wage Rates
4. Clark County will provide up to \$1,981,275 in Federal Fiscal Years 2020-2024 CDBG program funds to this Project, or at its sole discretion, may increase this amount for eligible expenditures.

Changes in the Scope of Work as outlined herein must be in accordance with CDBG regulations, made by written amendment to this Resolution and approved by the CRM Manager.

**EXHIBIT “C”**  
**PROJECTED BUDGET**  
**NEVADA PARTNERSHIP FOR HOMELESS YOUTH (NPHY)**  
**FOR CONSTRUCTION/RENOVATION OF THE**  
**NPHY OUTREACH, VOLUNTEER AND OPERATIONS (OVO) CENTER**

Fiscal Year 2020/2024 Community Development Block Grant Funds

**ACQUISITION:**

Includes purchase price, liens, closing  
and recording costs, extension payments, etc.

**CONSTRUCTION**

Includes hard costs of construction/demolition  
contracts, infrastructure improvement,  
bond premiums, etc.

**DEVELOPMENT:**

Includes soft costs of architect and  
engineering contracts, environmental  
assessments, surveys, studies, project  
management and developer fees,  
consultant costs, etc.

**OTHER DEVELOPMENT:**

Includes related soft costs of insurance,  
relocation payments, permit/impact fees,  
cost cert, etc.

<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$1,981,275</b>
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All costs are based upon current estimates. Final costs cannot be obtained until actual bids are secured/updated.

EXHIBIT "E"

ACCEPTANCE OF GRANT AND AGREEMENT TO  
COMPLY WITH GRANT CONDITIONS

I, Arash Ghafoori, Executive Director of Nevada Partnership for Homeless Youth (NPHY), a Nevada non-profit corporation, on behalf of that corporation do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Community Development Block Grant Funds to Nevada Partnership for Homeless Youth, adopted by the Board of County Commissioners of Clark County, Nevada, on the 5<sup>th</sup> day of May, 2020 a copy of which is attached hereto and incorporated herein.

EXECUTED this 13 day of December, 2020

NEVADA PARTNERSHIP FOR  
HOMELESS YOUTH

By: [Signature]  
Arash Ghafoori, Executive Director

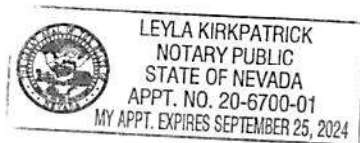
STATE OF NEVADA    )  
                                  ) ss.:  
COUNTY OF CLARK    )

This instrument was acknowledged before me on December 13, 2022 by Arash Ghafoori as Executive Director of Nevada Partnership for Homeless Youth.

[Signature]  
(Signature of Notarial Officer)

Notary Public  
(Title or Rank)

(SEAL)



My Commission expires: September 25, 2024

**EXHIBIT "F"**

**SHORT FORM DEED OF TRUST**

**CLARK COUNTY**

**NPHY OUTREACH, VOLUNTEER AND OPERATIONS (OVO) CENTER**

THIS DEED OF TRUST, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between Nevada Partnership for Homeless Youth (NPHY), herein called TRUSTOR, whose address is 4981 Shirley Street, Las Vegas, Nevada 89119, and Clark County, a political subdivision of the State of Nevada, whose principal office is located at 1600 Pinto Lane, Las Vegas, Nevada 89106, Attention: Community Resources Management herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a grant of ONE MILLION NINE HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100TH DOLLARS (\$1,981,275) from Beneficiary and has agreed to faithfully perform certain obligations or repay the grant monies in accordance with the Community Development Block Grant (CDBG) regulations as referenced in the Resolution to Grant Community Development Block Grant Funds to Nevada Partnership for Homeless Youth for the NPHY Outreach, Volunteer and Operations (OVO) Center Project, hereinafter called RESOLUTION.

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

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

4969 Shirley Street, Las Vegas, NV 89119  
ASSESSOR'S PARCEL #162-27-510-010

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Resolution executed; Trustor agrees to operate the above described property solely as a temporary shelter and/or transitional housing for homeless youth or another CDBG-eligible activity with the permission of Clark County; Trustor agrees to operate the above described property for a period of ten (10) years from the execution of the Subrecipient Agreement; Trustor agrees to abide by any and all applicable CDBG program rules and regulations as provided by 24 CFR Part 570; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Resolution with Beneficiary; and



If the property improved by Trustor ceases to provide, pursuant to the Resolution with Beneficiary, delivery of services on behalf of low-income individuals seeking CDBG-eligible activities without prior written approval of Beneficiary, or if Trustor loses through foreclosure, sale or other circumstances legal possession of the Property, then Beneficiary shall have the option to:

Obtaining from Trustor: (a) the sum of up to ONE MILLION NINE HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100TH DOLLARS (\$1,981,275) less any portion of the Property value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the Property subject to 24 CFR Part 570.505 entitled Use of Real Property, (b) or the appraised value of the Property at the time the conditions occur, whichever is less.

Regulations at 24 CFR 570.503(b)(7) mandate that such real property must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives for at least five (5) years from the execution of the Subrecipient Agreement and five (5) years after project completion for a total of ten (10) years.

At the end of ten (10) years, this obligation shall be deemed fully satisfied and no longer binding. The Deed of Trust will have no further force and effect, and the Trustee agrees to execute a reconveyance.

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

The following covenants, Nos. 4 (0%), 5, 7 (0%), and 8 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

The undersigned TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and/or any Notice of Lien hereunder be mailed to the address herein above set forth.

TRUSTOR: Nevada Partnership for Homeless Youth  
A Nevada non-profit corporation

By: \_\_\_\_\_  
Arash Ghafoori  
EXECUTIVE DIRECTOR

State of Nevada       )  
County of Clark       )

This instrument was executed before me on \_\_\_\_\_ by  
(Date)

\_\_\_\_\_ as \_\_\_\_\_ of  
(Name of Person) (Title)

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

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires: \_\_\_\_\_

WHEN RECORDED, MAIL TO:

Clark County, Community Resources Management  
Attn: CDBG  
1600 Pinto Lane, Las Vegas, Nevada 89106

## Under NRS 107.090

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

4969 Shirley Street, Las Vegas, NV 89119  
Assessor's Parcel #162-27-510-010

Executed by NEVADA PARTNERSHIP FOR HOMELESS YOUTH as Trustor, in which Clark County is named as Trustee and Beneficiary, be mailed to Clark County, Community Resources Management Division at 1600 Pinto Lane, Las Vegas, Nevada 89106-4196.

Nevada Partnership for Homeless Youth  
A Nevada non-profit corporation

BY: \_\_\_\_\_  
Arash Ghafoori, its Executive Director

State of Nevada  
County of Clark

This instrument was executed before me on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name of Person)  
as \_\_\_\_\_ of \_\_\_\_\_, who acknowledged to me that s/he  
(Title)  
executed the same freely and voluntarily and for the uses and purposes herein mentioned.

Notary Public  
My Commission expires: \_\_\_\_\_  
(SEAL)

WHEN RECORDED, MAIL TO:  
Clark County, Community Resources Management  
Attn: CDBG  
1600 Pinto Lane  
Las Vegas, NV 89106-4196