

9. For possible action: Resolution No. 7878, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 24-2105 between the City of Boulder City and Lend A Hand of Boulder City, for Community Development Block Grant (CDBG) funds for FY 2022-23 in the amount of \$9,425.00



BOULDER CITY
CITY COUNCIL

MAYOR
JOE HARDY

COUNCIL MEMBERS:
COKIE BOOTH
MATT FOX
SHERRI JORGENSEN
STEVE WALTON



MEETING LOCATION:
CITY COUNCIL CHAMBER
401 CALIFORNIA AVENUE
BOULDER CITY, NV 89005

MAILING ADDRESS:
401 CALIFORNIA AVENUE
BOULDER CITY, NV 89005

WEBPAGE:
WWW.BCNV.ORG



ACTING CITY MANAGER:
MICHAEL MAYS, AICP

CITY ATTORNEY:
BRITTANY LEE WALKER, ESQ

CITY CLERK:
TAMI MCKAY, MMC, CPO

COMMUNITY DEVELOPMENT DIRECTOR:
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:
GARY POINDEXTER

UTILITIES DIRECTOR:
JOSEPH STUBITZ, PE

POLICE CHIEF:
TIM SHEA

ACTING FIRE CHIEF:
GREG CHESSER, CFO

FINANCE DIRECTOR:
CYNTHIA SNEED, CPA, CGFM

PARKS & RECREATION DIRECTOR:
JULIE CALLOWAY, CPRP

City Council Meeting November 12, 2024 Item No. 9 Staff Report

TO: Michael Mays, Acting City Manager

FROM: Nakeisha Lyon, City Planner

DATE: November 12, 2024

SUBJECT: For possible action: Resolution No. 7878, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 24-2104 between the City of Boulder City and Lend A Hand of Boulder City, for Community Development Block Grant (CDBG) funds for FY 2022-23 in the amount of \$9,425.00.

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve the attached resolution authorizing the City Manager to enter into the attached agreement with Lend A Hand of Boulder City to provide Community Development Block Grant (CDBG) funding in the amount of \$9,425.00 for Fiscal Year 2022-23 to assist underserved individuals in Boulder City.

Overview:

- Council previously approved the CDBG public service applications for FY 2022-23 on March 22, 2022, Resolution No. 7430.
- This agreement is an annual requirement.
- Although FY 22-23 is for a prior fiscal year, this agreement has been delayed due to impacts of the COVID-19 pandemic. The subject grant funds pertain to FY 22-23 even though reimbursements will occur during FY 24-25.
- An agreement with Lend A Hand for the current fiscal year will be forthcoming when the County provides an interlocal agreement for this current fiscal year.

Background Information: The attached agreement provides that Lend A Hand of Boulder City will assist in providing for the transportation

needs of elderly and handicapped residents of Boulder City that meet the HUD Section 8 income guidelines for low and moderate income households.

The grant application for these CDBG funds was authorized by City Council Resolution No. 7430, approved on March 22, 2022. The Interlocal Agreement with the County authorizing these funds was approved by the City on September 10, 2024 and approved by the County on September 17, 2024.

Lend A Hand has previously received a total of \$212,944 in CDBG funds over the last 31 program years (FY 91-92 through FY 21-22). As a reminder, CDBG funds is federal money, and entirely separate from any other funds that the City may have provided to Lend A Hand in the past.

Financial: No net impact on the City's finances, as CDBG funds are ultimately reimbursed by Clark County. The City's budget for FY 22-23 was amended for this in conjunction with the approval of the interlocal agreement referenced above.

Boulder City Strategic Plan Goal: Goal A: Achieve prudent financial stewardship

Department Recommendation: The Community Development Department respectfully requests that the City Council approve Resolution No. 7878 authorizing the City Manager to execute Agreement No. 24-2104 with Lend A Hand of Boulder City for CDBG funds for FY 2022-23 in the amount of \$9,425.00.

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. 7878

RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA,
APPROVING AGREEMENT NO. 24-2104 BETWEEN THE CITY OF
BOULDER CITY AND LEND A HAND OF BOULDER CITY FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FY
2022-23 IN THE AMOUNT OF \$9,425.00

WHEREAS, the City of Boulder City is a subgrantee of Clark County for Community Development Block Grant (CDBG) funds; and

WHEREAS, the City of Boulder City recognizes that there are elderly and handicapped persons residing in Boulder City in need of transportation assistance; and

WHEREAS, the City of Boulder City desires to contract the services of Lend A Hand of Boulder City (formerly known as Lend A Hand Program, Inc.), to provide such transportation assistance to qualified recipients; and

WHEREAS, based on the CDBG application and Resolution No. 7430 previously approved by the City Council on March 22, 2022, as well as the final CDBG grant amounts as established by the Department of Housing and Urban Development (HUD), the City is eligible to use CDBG funds for Fiscal Year 2022-23 in the amount of \$9,425.00 for this purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the agreement with Lend A Hand of Boulder City for CDBG funds for FY 2022-23.

BE IT FURTHER RESOLVED by the City Council that the City Manager and appropriate City staff are hereby authorized to execute said agreement.

DATED and APPROVED this 12th day of November, 2024.

Joe Hardy, Mayor

ATTEST: Tami McKay, City Clerk

**AGREEMENT BETWEEN CITY OF BOULDER CITY AND
LEND A HAND OF BOULDER CITY FOR CDBG FUNDING
(FISCAL YEAR 2022-2023)**

THIS AGREEMENT, made and entered into this ____ day of November, 2024, by and between the CITY OF BOULDER CITY, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and LEND A HAND OF BOULDER CITY, hereinafter referred to as "LEND A HAND", a Nevada Non-Profit corporation.

W I T N E S S E T H

WHEREAS, the CITY is a Subgrantee of the County of Clark, State of Nevada, which has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development, hereinafter referred to as "HUD", for participation in the Community Development Block Grant program, hereinafter referred to as "CDBG", under the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

WHEREAS, the CITY as the Subgrantee for the County CDBG is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the CITY desires to engage the services of LEND A HAND in connection with its participation in the CDBG program to provide the scope and services described below to low and moderate income families; and

WHEREAS, LEND A HAND agrees to furnish such services upon the terms and conditions set forth below;

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Work Program - The goal of this program is to enable LEND A HAND to provide transportation and escort services for medical purposes to elderly and disabled persons living in Boulder City. (The elderly and handicapped are presumed by the federal government to meet low and moderate income requirements for CDBG purposes.) Reimbursement shall be made to LEND A HAND for providing the following services:

1. Payment of salaries for the services of the employees responsible for scheduling the appointments matching the volunteer drivers with the elderly and handicapped clients needing transportation and escort services.

As per the CDBG application and Resolution No. 7430 approved by the City Council on March 22, 2022, and as per the final CDBG figures for FY 2022 – 2023 as released by HUD and authorized by Clark County, reimbursement for the above noted services shall not exceed Nine Thousand Four Hundred Twenty-Five dollars (9,425.00) for FY 2022-2023.

B. Financial and Client Records - LEND A HAND shall maintain financial and client records for costs incurred against the CDBG funding. The CITY and LEND A HAND agree to the following processing of financial transactions:

1. LEND A HAND will submit evidence of payment of the employees (by means of copies of cancelled checks or electronic records/statements) in a timely manner to the CITY. Copies of signed time sheets shall be submitted for reference.
2. LEND A HAND agrees to submit with the final billing to the City supportive documentation about clients including: client's name, address, race/ethnicity, gender, age, status of being elderly, handicapped and/or female head of household, for the clients served during the period for which CDBG funds were utilized.
3. Race and ethnicity for clients shall be reported as per the latest requirements of Clark County and HUD, as follows:

RACE

1. White
2. Black/African American
3. Asian
4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific Islander
6. American Indian/Alaskan Native & White
7. Asian & White
8. Black/African American & White
9. American Indian/Alaskan Native & Black/African American
10. Other Multi-Racial

ETHNICITY (separate from race): Hispanic (yes or no)

C. Time of Performance

1. This Agreement provides for CDBG funding of services rendered by LEND A HAND in accordance with the Agreement from July 1, 2022, through June 30, 2023 (unless there is written approval of an extension by the Manager of Clark County Community Resources Management), contingent upon receipt by the CITY of the Federal Fiscal Year 2022-2023 Grant Award.
2. The CITY shall bear no liability to fund or provide payment for the LEND A HAND services rendered in the event no CDBG grant award funds are received during Federal Fiscal Year 2022-2023.

D. CDBG Funds

1. The CITY will contribute CDBG funds in an amount not to Nine Thousand Four Hundred Twenty Five dollars (9,425.00) for FY 2022-2023 for services rendered by LEND A HAND pursuant to this Agreement.

2. Costs in excess of this amount are to be the responsibility of LEND A HAND without obligation to the CITY.

II. CITY AND COUNTY GENERAL CONDITIONS

- A. Compliance with other applicable statutes and regulations - LEND A HAND shall obtain and maintain in effect, any and all Federal, State, and local permits and licenses required to execute the project or program as described in the Agreement's Scope of Services. LEND A HAND further agrees to abide by all applicable Federal, State, County and local codes, regulations, statutes, ordinances, and laws.
- B. Indemnification - LEND A HAND agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. LEND A HAND's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.
- C. Limit on assignment of interest - LEND A HAND may not assign any part of its rights in this Agreement without consent of the CITY. Any such assignment of rights without consent of the CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by the CITY.
- D. Onsite Monitoring - Projects and programs funded under this Agreement will be subject to onsite monitoring by duly authorized CITY and/or County representatives. Said representatives will be announced 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview recipients of services who volunteer to be interviewed.
- E. Access to Records - At any time during normal business hours, LEND A HAND's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by CITY and/or County representatives, CITY and/or County-contracted independent auditors, HUD and/or the Comptroller of the United States.

LEND A HAND shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. LEND A HAND shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon

request, LEND A HAND shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

F. Insurance:

1. If any of LEND A HAND's staff or volunteers uses a vehicle in providing its services, LEND A HAND shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries: \$500,000 each person;
\$500,000 each occurrence;

Property Damage: \$500,000 each person;
\$500,000 each occurrence; and

2. LEND A HAND shall furnish to the CITY a copy of each policy for the aforementioned insurance coverages within ten (10) days after adoption of this Agreement and notify the CITY at least ten (10) days prior to the date on which any cancellation or material change of any such coverage is to become effective. The CITY shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement.

G. Provision of Services -The CITY and County shall have no relationship whatsoever with the services provided, except the provision of financial support to LEND A HAND and the receipt of such reports as are provided for in this Agreement. The CITY and County are responsible for ensuring that all HUD statutes, regulations, and policies and procedures are adhered to.

III. FEDERAL GENERAL CONDITIONS

A. Conflict of Interest - No member of LEND A HAND or the governing body of the locality in which the work or services under this Agreement is to be performed, or employee, officer, or agent of the CITY, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract or the proceeds thereof, for work to be performed under this Agreement during his/her tenure of office or for one year thereafter.

B. Political Activities Prohibited - None of the funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

C. LEND A HAND shall comply with the following laws and directives, where applicable:

1. Hatch Act - None of the personnel employed in the administration of the within defined project shall be in any way or to any extent engaged in the

conduct of political activities in contravention of Chapter 15, Title 5, U. S. Code.

2. Section 319 of P.L. 101-121 of the Department of the Interior Appropriations Act - None of the funds under this Agreement shall be used for lobbying the Executive or Legislative Branches of the Federal Government, or officers or employees thereof, in connection with a specific contract, grant, loan or cooperative agreement.
3. National Environmental Policy Act - The National Environmental Policy Act of 1969 as written in P.L. 91-190 and detailed in Implementing Regulations 24 CFR part 58.
4. Executive Order 11246 - EO 11246, and regulations issued under the Order at 41 CFR, Chapter 60, which requires nondiscrimination (on the basis of race, color, religion, sex or national origin) in employment during Federally assisted construction contracts.
5. Executive Order 11063 - EO 11063, and any amendments thereto, and implementing regulations issued at 24 CFR, Part 107, which requires nondiscrimination (on the basis of race, color, religion, sex or national origin) in the sale, lease, rental, disposition, use or occupancy of residential property and related facilities.
6. Housing and Community Development Act of 1974 -

Title I - Title 1 of the Housing and Community Development Act of 1974, as amended, which requires that the Subrecipient of funds must:
 - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provisions of such public services.

Section 109 - Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development funds made available to the CITY.

7. Title VI of the Civil Rights Act of 1964 - Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and HUD regulations with respect thereto including 24 CFR Parts 1 and 2. Title VI provides for nondiscrimination on the grounds of race, color, or national origin under any activity receiving Federal funds and also obligates the recipient to use Federally funded property for the purpose for which the Federal funds were awarded.
8. Title VIII of the Civil Rights Act of 1968 - Title VIII of the Civil Rights Act of 1968, P.L. 90-284 (the Fair Housing Act, 42 U.S.C. 3601-20), and any amendments thereto, including the implementing regulations issued at 24 CFR, Part 100, which provides for nondiscrimination on the grounds of race, color, religion, sex or national origin with regard to the sale, rental or financing of housing, or the provision of brokerage services.
9. Section 3 of the Housing and Urban Development Act of 1968 - Section 3 of the Housing and Urban Development Act of 1968, and any amendments thereto. Section 3 requires that to the greatest extent feasible, opportunities for employment and training be given to low and moderate income persons residing in the area of the project, and further that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
10. Age Discrimination Act - Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR, Part 146, prohibiting discrimination on the basis of age.
11. Section 504, Rehabilitation Act - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8, prohibiting discrimination with respect to an otherwise qualified handicapped person.
12. Labor Standards - Federal Labor Standards Act and the Fair Labor Standards Act, as amended.
13. Flood Insurance - National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59-79), and Sections 102 and 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012.a and 4106.a).
14. Lead-Based Paint - Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect facility occupants from the hazards associated with lead-based paint abatement procedures.
15. Affordable Housing - Cranston-Gonzales National Affordable Housing Act of 1990, 24 CFR, Part 92.

16. Drug-Free Workplace - Drug-Free Workplace Act of 1988, 24 CFR, Part 24, Subpart F.
17. Davis-Bacon - Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform construction work, or any contractor on construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974, shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contract and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

IV. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. Purchasing Requirements - This Agreement is subject to the purchasing requirements of the Federal Government, the State of Nevada, Clark County, and the CITY.
- B. Uniform Administrative Requirements - This Agreement is subject to the requirements described in 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and 2 CFR Part 200, Subpart E, entitled "Cost Principles"; and shall comply with 2 CFR Part 200, Subpart F, entitled "Audit Requirements" to meet the audit requirements of this Uniform Administrative Requirement, as applicable, and shall forward a copy of the most recent audit within 30 days of completion.
- C. Federal Award Identification - In accordance with 2 CFR Part 200, Subpart D, section 200.331, LEND A HAND warrants that it has disclosed, on the form attached hereto as Exhibit "A", all federal funds currently under contract and those funds not under contract, but for which a federal grant award letter has been received, effective the date of this Agreement. Funding information for Fiscal Year 2022-23 has been provided for this belated agreement for Fiscal Year 2022-23 per direction by the County.
- D. Program Income - Any program income (income generated from the use of CDBG funds, as defined in 24 CFR 570.500) shall be returned to the CITY unless the CITY and County authorize in writing that all or a specific portion thereof of such program income will be retained by LEND A HAND. Provisions under Subpart 504 shall include:
 1. Recording program income. The receipt and expenditure of program income as defined in 24 CFR 570.500 (a) shall be recorded as part of the financial transactions of the grant program.
 2. Disposition of program income received by LEND A HAND.

3. Disposition of program income received by CITY.
 4. Disposition of certain program income received by the County.
- E. Records - Records shall be maintained in accordance with requirements prescribed by HUD and the CITY with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four (4) years from the date of the County's submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. All of LEND A HAND's costs related to this program shall be supported by canceled checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents, as applicable, evidencing in proper detail the nature and propriety of all costs.
- F. Unexpended Funds - In the event that LEND A HAND and/or CITY staff anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to extract that portion for other projects/programs operated under the CITY's CDBG program.
- V. MODIFICATION OR TERMINATION OF AGREEMENT
- A. Amendments - LEND A HAND and the CITY hereby agree to amend or otherwise revise this Agreement should such modifications be required by HUD and/or any applicable Federal statutes or regulations.
- B. Availability of Funds - It is specifically understood and agreed by LEND A HAND that the CITY shall not be obligated in the event that Federal funds for any reason are terminated or withheld from the CITY or otherwise not forthcoming and in such event the CITY may terminate this Agreement.
- C. Suspension or Termination - In accordance with 24 CFR 200.338, if LEND A HAND fails to fulfill in a timely and proper manner its obligation under this Agreement, or if the agency shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement by giving written notification to LEND A HAND of such suspension or termination and specifying the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such suspension or termination.
- D. CITY Option - In accordance with 24 CFR 200.339, the CITY may terminate this Agreement for its convenience at any time by giving notice of its intention to do so thirty (30) days prior to the proposed termination date. If the Agreement is so terminated by the CITY for its convenience, LEND A HAND shall be reimbursed for eligible costs incurred up to and including the effective termination date.
- E. Reversion of Assets - In accordance with 24 CFR 570.503(b)(8), upon expiration of this Agreement LEND A HAND shall transfer to the CITY any CDBG funds on

hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF BOULDER CITY

ATTEST TO:

Michael Mays, Interim City Manager

Tami McKay, City Clerk

APPROVED AS TO LEGAL FORM:

LEND A HAND OF BOULDER CITY

Brittany Lee Walker, City Attorney

Kevin Abbott, Executive Director
Lend A Hand of Boulder City
400 Utah Street
Boulder City, NV 89005

EXHIBIT "A"
FEDERAL FUNDING SOURCES
LEND A HAND OF BOULDER CITY

All Federal funds used to support the organization must be listed; this information is required if a Federal grant award letter has been received. In order to comply with 2 CFR Part 200 Subpart D, section 200.331, organizations must list the name of the Federal awarding agency, pass-through entity, and contact information for awarding official.

Lend A Hand provided the following information for Fiscal Year 2022-2023:

#	Federal Awarding Agency	Amount of Grant	Awarding Official	Contact Number
1.	State of Nevada Aging & Disability Services Division (ADSD)	\$42,000	Katrina Fowler, Grants and Projects Analyst	702-486-3518
2.	Regional Transportation Commission of Southern Nevada (RTC)	\$48,076	Antonette Braddock, Director of Paratransit and Specialized Services	702-676-1531
3.	Outside Agency Grant (OAG) – Clark County	\$10,000	Tameca Ulmer, ESG/CoCEWG Grants Coordinator	702-455-5025
4.	Community Development Block Grant (CDBG) - City of Boulder City, Nevada	\$9,425	Nakeisha Lyon, City Planner	702-293-9282
	TOTAL:	\$109,501		

Note: the agencies listed above (1 - 3) are not Federal but they receive Federal funding which may pass through to these grants.