

1 WHEREAS, the Agency desires to enter into a Professional Services Contract for 260208-RH
2 Capacity Training and Technical Assistance (the "Contract") with the Consultant, which Contract is attached
3 to this Resolution as Exhibit "A"; and

4 WHEREAS, the contract sum for the Services under the Contract shall not exceed Two Hundred
5 Thousand and 00/100 Dollars (\$200,000.00); and

6 WHEREAS, the Agency has determined that the Contract is for the purpose of economic
7 development and is in the best interests of the Public and is in compliance with and in furtherance of the
8 goals and objectives of the Redevelopment Plan; and

9 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the
10 Contract is hereby approved and determined to be in compliance with and in furtherance of the goals and
11 objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the
12 Agency is hereby authorized and directed to execute the Contract for and on behalf of the Agency, and the
13 Chairperson of the Governing Board of the Agency, the Executive Director, and the Finance Officer of the
14 Agency are hereby authorized to execute any and all additional documents and to perform any additional acts
15 necessary to carry out the intent and purpose of the Contract.

16 THE FOREGOING RESOLUTION was PASSED, ADOPTED AND APPROVED THIS _____
17 day of _____, 2026.

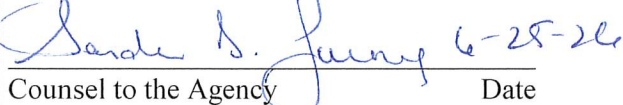
18 CITY OF LAS VEGAS REDEVELOPMENT AGENCY

19 BY _____
20 SHELLEY BERKLEY, Chair

21 ATTEST:

22 _____
DR. LUANN D. HOLMES, MMC
Secretary

23 APPROVED AS TO FORM

24  6-25-26
Counsel to the Agency Date

25 Sandra D. Turner
Deputy City Attorney

26 Resolution No, RA-____-2026
Professional Services Contract with
Corporation for Supportive Housing

RDA/City Council Meeting _____
RDA Item ____ City Item _____

EXHIBIT "A"

**PROFESSIONAL SERVICES CONTRACT FOR
260208-RH CAPACITY TRAINING AND TECHNIAL ASSISTANCE**

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**PROFESSIONAL SERVICES CONTRACT
FOR 260208-RH CAPACITY TRAINING AND TECHNICAL ASSISTANCE**

THIS CONTRACT is being entered into, effective as of _____, by and between the City of Las Vegas Redevelopment Agency (hereinafter the "RDA"), a public body, corporate and politic organized and existing under the community development laws of the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Corporation for Supportive Housing, (hereinafter the "Company"), a nonprofit corporation organized and existing under the laws of the State of Delaware, with its main office located at 55 Broadway, Floor 10, New York, New York 10006.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a)	Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	This contract will provide capacity building consulting services to Faith-based and other non-traditional organizations.		
	Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date One year from Award Date	Option Periods NONE
	Contract Type As defined in Section B-1	The contract type is Fixed Fee Contract.		
	Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$200,000	Not-To-Exceed Amount	

(b)	Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
	Exhibit A - Scope of Work, Four (4) Pages Exhibit B - Labor Rates, Two (2) Pages Attachment 1 - Certificate - Disclosure of Ownership and Principles, Four (4) Pages

(c)	RDA Project Manager Per Section D-4, (a)	Name Richard Atkins	Phone 702-229-4259	Email ratkins@lasvegasnevada.gov
	Company Representative Per Section D-4, (b)	Name Juawana Grant	Phone 206-698-4048	Email juawana.grant@csh.org

(d)	RDA Legal Notice Representative per Section E-1			
	Company Legal Notice Representative Per Section E-1	Name & Title Brooke Page	Address 55 Broadway, Floor 10, New York, New York, 10006	Email brooke.page@csh.org

A-2 Performance Period [CAO-12/30/2020]

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The RDA may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The RDA shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the RDA to exercise further options.
- (c) The RDA reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

- (a) “Award Date” means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the RDA.
- (b) “Contract” means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the RDA.
- (c) “Contract Amount” means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) “Deliverable” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the RDA under the terms of the Contract.
- (e) “Fixed Fee Contract” means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.
- (f) “Non-Exclusive Contract” means a Contract under which the RDA agrees to obtain some, but not necessarily all, of the RDA’s requirements for a particular service.

SECTION C – Scope of Work

C-1 Scope of Work

Services will be provided in accordance with the Scope of Work attached as “Exhibit A - Scope of Work.”

C-2 Deliverables/Schedule/Fees

- (a) Deliverables The Company shall provide the following Deliverables as excerpted from “Exhibit A - Scope of Work”

Activity	Deliverable	Proposed Schedule	Fee
Activity #1	<ul style="list-style-type: none"> • In-person attendance and presentation at up to two (2) City of Las Vegas events • Support for City of Las Vegas in marketing the program with outreach and stakeholder engagement 	Months 1-3	\$10,000

Activity #2	<ul style="list-style-type: none"> • Application and selection process for a broad group of Academy participants • A Training Series Schedule; six (6) sessions in-person (four (4) hours each session) • Description and learning collateral for each of the learning sessions • Organizational readiness assessment and team scoring rubric (securing up to five (5) teams for project-specific TA) 	Months 3-5	\$130,000
Activity #3	<ul style="list-style-type: none"> • An in-person kickoff session with up to five (5) development teams to review projects and organizational assessments • Coordinate, schedule, and provide up to ten (10) hours of individualized technical assistance to participating teams • Company will provide a TA summary to each team with a high-level overview of project needs, strengths, and/or soft recommendations on next steps 	Months 6-10	\$50,000
Activity #4	<ul style="list-style-type: none"> • Company will provide the City of Las Vegas with a housing and resource mapping guide 	Months 10-12	\$10,000

- (b) Fees The RDA will pay the labor rates set forth in “Exhibit B - Labor Rates. Invoices shall be based on completion of deliverables, with labor rates used only for internal accounting and not as a condition of payment.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

- (a) Payment Payment to the Company will be made only for the actual services performed and accepted by the RDA, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.
- (b) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable under this Contract. The Contract Amount includes all travel expenses, as set forth in Exhibit A – Scope of Work.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

- (a) The Company will submit a timely detailed invoice to the RDA every ninety (90) days (quarterly), for work performed to date. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Deliverable against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** The Company shall submit invoices quarterly. Failure to submit within such period shall not constitute a waiver of payment rights, provided the delay is reasonable and does not prejudice the RDA. The RDA shall also not be liable for any errors

or omissions in an invoice once said invoice is paid by the RDA, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the RDA's rights and remedies should the RDA find any errors or omissions in an invoice before or after said invoice is paid by the RDA.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas Redevelopment Agency
495 South Main Street, 4th Floor
Las Vegas, NV 89101-2986

- (c) The Company shall forward a copy of the invoice to the RDA's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
 - (ii) copy of the applicable Deliverable associated with the invoice
- (d) The RDA may subtract or offset from any unpaid invoice from the Company any claims, which the RDA may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the RDA shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the RDA by providing written notification to the RDA within thirty (30) calendar days after receipt of the RDA's written notice. The RDA shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the RDA's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The RDA's designated Project Manager for this Contract is named in Section A-1 (c). The RDA will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the RDA regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the RDA's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the RDA should there be a subsequent Company Representative change. The RDA has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-3/31/22]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the RDA from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas Redevelopment Agency.

- (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas Redevelopment Agency, and shall be endorsed to include the RDA, its officers, and employees as additional insured.
 - (iii) Commercial Automobile Liability Insurance of limits 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 Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas Redevelopment Agency, and shall be endorsed to include the RDA, its officers, and employees as additional insured.
 - (iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the RDA.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the RDA or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the RDA's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the RDA or it's designated certificate tracking service if so requested.
 - (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal RDA routing purposes only the name of the appropriate RDA division/department. The Company and/or insurance carrier shall provide the RDA with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
 - (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The RDA requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the RDA.
 - (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the RDA.
 - (f) **Companies requesting increased deductibles or self-insured retentions must provide the RDA a written request stating the desired amounts along with recent audited financial statements for review. The RDA will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the RDA.**
 - (g) If the Company fails to carry the required insurance, the RDA may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and

withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

- (h) Any subcontractor or subconsultant approved by the RDA shall be required to procure, maintain, and submit proof of insurance to the RDA of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the RDA caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the RDA, re-perform or perform the services so that the services conform to the warranty.

D-7 Holidays/Weekends [CAO-01/20/16] R

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

- Martin Luther King’s Birthday
- President’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Nevada Admission Day
- Veterans Day
- Thanksgiving Day and Friday After
- Christmas Day
- New Year’s Day

D-8 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE RDA:	City of Las Vegas Redevelopment Agency 495 South Main Street, 6th Floor Las Vegas, Nevada 89101-2986
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Fax: (702) 384-9964

FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, disputes shall be resolved through litigation.
- (b) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of RDA provided personnel, data, or equipment, the Company shall notify the RDA immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the RDA will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the RDA in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The RDA shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the RDA to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through and including the effective date of termination, and shall provide any substantiating documentation requested by the RDA. In the event of such termination, the RDA agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The RDA's sole liability under this Section is for payment of costs for goods and services requested by the RDA and actually performed by the Company, and costs for non-cancellable commitments actually incurred by the Company.

E-5 Event of Default [CAO-12/30/2020]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at RDA's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the RDA may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the RDA may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the RDA may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the RDA, and the Company shall be liable to the RDA for any excess costs related thereto. If the RDA terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the RDA may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The RDA retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the RDA fails to perform any of its obligations required under this Contract, and the RDA does not remedy the failure after notice thereof is provided to the RDA by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that RDA is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The RDA reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the RDA, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the RDA, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The RDA shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

- (a) The RDA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
- (i) Description of services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).

- (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the RDA in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

- (a) This Contract represents the entire and integrated agreement between the RDA and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the RDA to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the RDA to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the RDA, its elected officials, officers, employees, agents, and consultants (collectively herein the "RDA") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the RDA, as a result of, by reason of, or as a consequence of (i) any negligent act or omission, or willful misconduct, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract. In no event shall Company be responsible for the negligence or willful misconduct of the RDA. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the RDA's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the RDA for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the RDA's tender of defense, then the RDA will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the RDA, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the RDA. In no event shall Company or RDA be liable for any indirect, incidental, consequential, or punitive damages.
- (c) It is expressly agreed that the Company shall defend the RDA at Company's expense, by legal counsel reasonably satisfactory to RDA, against the Liabilities and in the event that the Company fails to do so, the RDA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the RDA and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by RDA and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to RDA, promptly defend against any such claim or action unless directed otherwise by the RDA or its representative; provided that the RDA or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the RDA or its representatives.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the

Company goes out of business, the Company shall forward the books and records to the RDA to be retained by the RDA for the period of time required herein.

- (b) The RDA or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The RDA will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the RDA, or to an address designated by the RDA within Clark County. In lieu of such delivery, the Company may elect to reimburse the RDA for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the RDA are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the RDA, and to reimburse the RDA for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The RDA shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the RDA or the RDA's designated representative(s) find the dollar liability is less than payments made by the RDA to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the RDA or (ii) at the RDA's option, credited against any future billings due the Company.

E-18 Confidentiality – RDA Information [CAO-4/2020]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the RDA. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the RDA's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the RDA is obtained. RDA shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the RDA's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the RDA, the Company shall promptly return to the RDA all confidential information supplied by the RDA, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the RDA's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the RDA, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the RDA; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the RDA; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the RDA. In such event the RDA, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the RDA. This restriction does not apply to the use of the RDA's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The RDA logo shall not be used without the prior written consent of the RDA.

E-20 Intellectual Property Rights [CAO-4/2020]

The Company and the RDA acknowledge and agree that (i) all pre-existing materials, methodologies, tools, templates, and know-how in the Deliverables, and (ii) any materials provided by the Company to the RDA in the technical assistance and training services delivered hereunder, including without limitation, written materials, diagrams, slides, training materials, best practices materials, presentations, databases, models, guides, templates, the Services Budget Tool, the Quality Supportive Housing toolkit, Medicaid Academy training and curriculum, participant enrollment tracker, and

recordings and videos (collectively, "Company IP") are the Company's proprietary information and intellectual property owned and developed by the Company for technical assistance and training described in the Deliverables. The Company grants to the RDA a non-exclusive, perpetual, royalty-free, fully paid-up license to use Company IP for the purpose of advancing supportive housing in the City of Las Vegas; provided, that the RDA shall credit Company as the source of Company IP. The RDA shall not materially misrepresent Company IP or remove any proprietary notices identifying Company as the source thereof.

All deliverables produced under this Contract that contain data provided by the RDA, or developed using RDA-provided data, are exclusively the property of the RDA. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the RDA, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the RDA. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the RDA at no charge in the format held by Company. On RDA request, the Company will delete all RDA data and will provide appropriate certification to the RDA to document the disposal. The Company shall promptly notify the RDA if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the RDA's data or other confidential information, and shall fully cooperate with the RDA in any legal action taken by the RDA to enforce its rights therein. This Section E-20 shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The RDA is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the RDA harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active RDA of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) **Discrimination:** The RDA of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the RDA has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants 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 expression, age, disability, national origin, or any other legally protected status, RDA may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

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

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the RDA with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the RDA. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to RDA's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the RDA harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the RDA arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the RDA that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the RDA. Company understands and agrees that they do not have the power or authority to bind RDA in any capacity. The RDA shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and shall be responsible for managing and coordinating its subcontractors in connection with the Services. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the RDA. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the RDA Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the RDA in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (RDA Officials) [CAO-4/2020]

- (a) An official of the RDA, who is authorized on behalf of the RDA to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RDA, who is authorized on behalf of the RDA to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the RDA relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the RDA may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the RDA, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify RDA in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The RDA is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The RDA's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the RDA shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO-4/2020]

(Applicable to contracts with an estimated annual amount over \$100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"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.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the RDA to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the RDA's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

E-33 Miscellaneous [CAO-4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

CORPORATION FOR SUPPORTIVE HOUSING

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

ATTEST:

Dr. LuAnn D. Holmes Date
Secretary

APPROVED AS TO FORM:

DocuSigned by:
Carmen Gilbert 6/29/2026 | 8:20 AM PDT
8862965F49B8449...
Counsel to the Agency Date

Carmen Gilbert

Printed Name



Scope of Work for Land Activation Academy
Presented to City of Las Vegas
Updated: June 24, 2026

City of Las Vegas – Capacity Building Training & Technical Assistance

Corporation for Supportive Housing (CSH) is pleased to submit this proposal to the City of Las Vegas to provide capacity building consulting services to Faith-based and other non-traditional organizations interested in affordable and supportive housing development. Educational sessions will help inform participants on the housing development and operations process and include providing teams with direct technical assistance support.

Proposed Scope of Work:

CSH proposes to design and implement a capacity-building learning series that aligns with the City of Las Vegas's Historic Westside redevelopment goals. CSH will design and facilitate a Land Activation Academy, which consists of six (6) four-hour in-person training sessions for general participants identified in partnership with the City of Las Vegas, including faith-based and other landowners. The project timeline is June 2026 - May 2027. Key tasks include participant and partner engagement, creation of application and scoring rubric for securing interested academy participants and selecting up to five (5) development teams for additional project-specific technical assistance. CSH will design and deliver Nevada-specific content creation focused on the five phases of development (organizational preparedness, feasibility, deal making and financing, construction and operations, project management), provide project-specific technical assistance and create a housing resource and mapping guide identifying key stakeholders and resources for affordable and supportive housing development.

Activity #1: Partnership Development and Participant Engagement

CSH will participate in up to two (2) in-person activities coordinated by the City of Las Vegas to engage with potential participants and community partners, foster understanding of the program commitments, and market the training series overall. CSH will support the City of Las Vegas in strengthening commitment from potential participants, engaging potential community partners and integrating this program into the City's larger community development objectives.

Deliverables:

- In-person attendance and presentation at up to two (2) City of Las Vegas events
- Support for City of Las Vegas in marketing the program with outreach and stakeholder engagement

Activity #2: Design of Land Activation Academy Trainings

CSH will design a Land Activation Academy to include a broad educational foundation for general participants identified in partnership with the City, followed by a structured assessment process to determine organizational readiness and identify development teams ready to engage in project-specific technical assistance (Activity #3). This work includes development of an introductory curriculum that establishes baseline knowledge for potential development teams, creation of assessment tools that evaluate organizational capacity and preparedness, and review of applications and assessment results to make recommendations for next phase participation. CSH will integrate these components into the overall Academy flow to ensure a transparent, equitable, and clearly defined process for selecting teams to receive deeper project specific support (Activity #3).

Course Title	Description
Session 1 - Introduction to Affordable and Supportive Housing	Introduction on the fundamentals of affordable and supportive housing. Topics covered will include level setting terminology used in affordable and supportive housing, Supportive Housing 101, and understanding population needs.
Session 2 - Organizational Preparedness: Is Your Organization Ready?	Assess organizational readiness and preparedness to enter the affordable and/or supportive housing development process. Participants will learn topics such as how to evaluate their organization’s existing mission statement to ensure it aligns with new housing goals, assessing internal expertise and capacity, evaluating internal systems and identifying system challenges, looking at an organization’s financial ability to develop housing, and identifying areas where partnerships are needed to move a project forward.
Session 3 - Feasibility: Is this the Session Right Site?	Deep dive into project feasibility. Participants will learn topics such how to evaluate potential project sites, necessary feasibility reports and how to mitigate challenges if identified in reports, identify pre-development funding opportunities, understand how market studies can help identify gaps and needs in communities to help project owners make informed decisions, and how to determine what the next steps are to move the project forward.
4 - Deal Making: Roles and Responsibilities and Partnerships	Break down components of making the deal work for the project owner, partners, and the project for the long term. Participants will learn about the roles and responsibilities of each stakeholder, how to identify if partnerships are needed and why, how to identify strong partners, reviewing types of partnership agreements, and best practices on working with multiple partners simultaneously and keeping everyone on the same page.
Session 5 - Financing: How Do We Pay for It?	This training session will break down how affordable and supportive housing projects are funded. Participants will gain a stronger understanding of capital, operating and service budgets and how they work together, identify potential funding sources, access tools to help with budgeting, and understand the fundamentals of Low-Income Housing Tax Credits.
Session 6 - Construction and Operations: Ensuring Long Term Financial Success	This training session will cover construction as well as long-term operations of affordable and supportive housing developments. Participants will learn about their role during the construction process, zoning and permitting processes, the importance of operating and service subsidies, short term and long-term maintenance needs and schedules, property management and service provider coordination, and other best practices to support project sustainability.

Deliverables:

- Application and selection process for a broad group of Academy participants
- A Training Series Schedule; 6 sessions in person (4 hours each session)
- Organizational readiness assessment and team scoring rubric (securing up to 5 teams for project-specific TA)
- Description and learning collateral for each of the learning sessions

Activity #3: Technical Assistance

CSH will provide an additional 10 hours of individualized technical assistance and consulting support for up to five teams identified via an organizational readiness assessment during the Academy. This will be provided both virtually and in person. Kick-off for this activity will include a full day in-person TA session with the identified participants.

To support targeted and project-specific technical assistance, CSH will explore partnering with subcontractors and external partners to ensure alignment of content, elevate lessons learned from prior community-based development cohorts, and incorporate local community development perspectives into the Academy and its recommendations. Potential subcontractors could include Melvin Valentine & Torian Gordon, partners in the Jackson Street Alliance and/or David Bauer with Enterprise's faith-based development initiatives, and Nevada Housing Coalition. CSH will gather insights from participants, identify and conduct outreach to aligned partners and design and execute subcontracts where appropriate.

Deliverables:

- An in-person kick-off session with up to 5 development teams to review projects and organizational assessments
- Coordinate, schedule, and provide up to 10 hours of individualized technical assistance to participating teams
- CSH will provide a TA summary to each team with a high-level overview of project needs, strengths and/or soft recommendations on next steps

Activity #4: Design Housing Resource and Mapping Guide

CSH will conduct a Southern Nevada landscape assessment, identifying applicable housing development and related service resources and/or stakeholders. This guide will provide participating teams with information on affordable/supportive housing capital, operation and service resources, strategic housing and homelessness partnerships (CoC, housing authority, finance agency, etc.)

Deliverable:

- CSH will provide the City of Las Vegas with a housing and resource mapping guide

Project Timeline

CSH proposes a twelve-month scope of work, which assumes the project begins in July 2026 and goes through June 30, 2027. The timeline can be adjusted according to the need and schedule.

Project Budget

CSH estimates the total cost for the tasks outlined above based on a deliverables-based budget will not exceed \$200,000. This includes the facilitation of six (6)-four-hour in-person training sessions, training and material preparation, direct technical assistance in-person and virtual, resource guide development and creation, travel, and contract administration at a rate of \$180 - \$300/hour (rates vary by staff position). The Contract Amount includes estimated travel costs based on six (6) in-person sessions. If the number or location of required in-person activities changes materially, the parties will agree to adjust the budget accordingly.

Control Points

City of Las Vegas will:

- Engage and assist with recruiting teams to participate in the Academy
- Secure venue location, AV needs and on-site location logistics for in-person events

- Attend planning meetings coordinated by CSH and provide feedback on program development
- Any changes or additions to CSH's accepted scope of work should be presented by the City of Las Vegas in writing 30 days prior to the changes/additions in work beginning

Next Steps

Thank you for the opportunity to submit this proposal. We would be happy to modify the scope of work with your feedback to best meet your needs. If this proposal is accepted, CSH will draft an agreement or use one that the City of Las Vegas prefers. Please contact Juawana Grant, Director Nevada at juawana.grant@csh.org or 206.698.4048 to move forward.



Project Budget

CSH estimates the total cost for the tasks outlined in the proposal based on a deliverables-based budget will not exceed \$200,000. This includes the facilitation of six (6)-four-hour in-person training sessions, training and material preparation, direct technical assistance, resource guide development, travel, and contract administration at a rate of \$170 - \$280/hour (rates vary by staff position listed below).

Staff Positions and Consulting Hourly Rates

CSH utilizes a consulting rate structure that reflects fully loaded hourly rates by staff position. The following staff positions and corresponding consulting hourly rates are applied:

Project-Specific Staff Consulting Rates

- **Juawana Grant (Director, Southwest / Project Manager) - \$250/hour**
- **Christina Duran (Senior Program Manager, National Consulting / Lead Facilitator) - \$200/hour**
- **Brooke Page (Managing Director, Western Region / Subject Matter Expert) - \$280/hour**
- **Joselyn Wilkinson (Program Manager, Southwest /Program Staff) - \$185/hour**
- **Wendy Culajay (Wester Region Admin/Support Staff) - \$170/hour**

Rate Context

Consulting rates are based on staff role and level of expertise and reflect fully loaded costs, ensuring high-quality delivery of training, technical assistance, and resource development through a multidisciplinary team approach.

These consulting rates:

- Fall within the stated proposal range of \$170–\$280 per hour depending on staff role and expertise
- Represent fully loaded rates, inclusive of personnel, fringe, operational overhead, and administrative costs
- Reflect a tiered staffing approach, aligning level of effort and expertise with project tasks (e.g., design, facilitation, technical assistance)

Subcontractor: Valentine Strategies

CSH will engage Valentine Strategies (Lead: Melvin Valentine) as a subcontractor to support curriculum development, facilitation, and technical assistance aligned with economic development and housing goals. Valentine Strategies brings a locally grounded economic development–driven perspective

Scope of Work

Valentine Strategies will provide the following services:

- **Co-creation of incubator content and curriculum**
- **Co-facilitation of training sessions**
- **Strategic alignment and advisory support**
- **Technical assistance (as needed)**

Subcontractor Compensation Structure

Service	Rate
Curriculum co-creation (fixed one-time fee)	\$25,000
Technical assistance	\$250/hour

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

“City” means the City of Las Vegas.

“City Council” means the governing body of the City of Las Vegas.

“Contracting Entity,” means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

“Principal” means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Corporation for Supportive Housing	
Address: 55 Broadway, 10 th FL	City / ST / Zip: New York, NY 10006
Telephone: 212.986.2966	EIN or DUNS : 13-3600232
Block 2: Description / Subject Matter of Contract	
Services for: Capacity Building Training and Technical Assistance	Project Number: 260208-RH

Block 3:	<u>Type of Business</u>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Michelle Norris, Board Chair	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
2	Tracey Scott, Board Vice Chair	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966
3	Paula Morabito, Board Secretary	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966
4	Peggy Bailey, Board Member	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966
5	Jeff I. Brodsky, Board Member	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966
6	Deborah Burkart, Board Member	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966
7	Diana Yazzie Dvine, Board Member	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966
8	Deborah De Santis, Board Member	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966
9	Donals S. Falk, Baord Member	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966
10	Roland Lamb, Board Member	55 Broadway, 10 th FL, New York, NY 10006	212.986.2966

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

Disclosure of Ownership and Principals – Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	Christine James-Brown, Board Member	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
12.	Matthew Morton, Board Member	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
13.	Judge Steven Leifman, Board Member	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
14.	Dr. Jim O'Connell, Board Member	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
15.	Rockette Ewell, Board Member	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
16.	Ray Lay, Board Member	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
17.	Carman Heredia, Board Member	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
18.	Kevin Goldsmith, Board Member	55 Broadway, 10 th FL New York, NY 10006	212.986.2966
19.	Stephen Norman, Board Chair	55 Broadway, 10 th FL New York, NY 10006	212.986.2966

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Ny Lynnell Thorne
Signature
5/20/26
Date

Subscribed and sworn to before me this 20 day of May, 2026
Margaret Fields
Notary Signature

