

HOME INVESTMENT PARTNERSHIPS (“HOME”) PROGRAM  
AGREEMENT TO FUND  
HELP OF SOUTHERN NEVADA  
TENANT BASED RENTAL ASSISTANCE PROGRAM

THIS AGREEMENT, made and entered into this 12th day of July, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and HELP of Southern Nevada, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 1640 E. Flamingo Rd., Suite 100, Las Vegas, Nevada 89119 (hereinafter referred to as "SUBRECIPIENT"), the City and SUBRECIPIENT being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as “the County”), has entered into a Grant Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as “HUD”), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the “HOME Program”), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada (hereinafter referred to as “NHD”); and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program and LIHTF funds to the City; and

WHEREAS, SUBRECIPIENT, HELP of Southern Nevada, is a non-profit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, SUBRECIPIENT has agreed to utilize the City's HOME Program funds to administer a Tenant Based Rental Assistance Program which will assist homeless or near homeless individuals and families with rent payment assistance and utility services payments while they obtain skills, resources, and other assets to maintain self-sufficiency; and

WHEREAS, the City desires to assist SUBRECIPIENT by providing HOME Program, LIHTF and/or other funds to assist with Tenant Based Rental Assistance Program, (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, the Las Vegas City Council hereby determines that the Program shall provide a substantial benefit to the inhabitants of the City.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

### **SCOPE OF SERVICES**

#### **A. SUBRECIPIENT RESPONSIBILITIES**

SUBRECIPIENT will be responsible for administering a HOME/LIHTF funded project to provide activities eligible under the HOME/LIHTF Program as more specifically set out in Exhibit "A", Scope of Services Description, attached hereto. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed Two Hundred Thousand dollars (\$200,000) in HOME/LIHTF funds. HOME/LIHTF Funds to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached to this Agreement. SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A".

#### **B. TIME OF PERFORMANCE**

This Agreement provides for HOME/LIHTF funding of SUBRECIPIENT'S program rendered in accordance with this Agreement from July 12, 2006 through December 31, 2007, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no HOME/LIHTF funds are received during the applicable fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent of the HOME/LIHTF fund

grants the CITY receives. SUBRECIPIENT program expenses incurred after July 12, 2006, but prior to execution of this Agreement may be reimbursed upon approval of the CITY and contingent upon SUBRECIPIENT conformance with Nevada Revised Statutes (NRS) 319.510.

## **II. CITY GENERAL CONDITIONS**

### **A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS**

SUBRECIPIENT agrees to abide with all Policies, Regulations and program criteria as specified in the Neighborhood Services HOME/LIHTF Program Manual as it pertains to HOME/LIHTF funding, a copy of which has been provided to SUBRECIPIENT. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOME/LIHTF funds.

### **B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

SUBRECIPIENT has requested the financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOME/LIHTF funding.

### **C. INDEMNIFICATION**

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, 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. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in

this paragraph, shall include any and reasonable attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

#### **D. ON-SITE MONITORING**

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, representatives from Clark County and/or State of Nevada representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, representatives from Clark County and/or State of Nevada representatives. Said representatives, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the HOME/LIHTF Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable laws and regulations and this Agreement.

## **E. RIGHT TO REVIEW AND AUDIT**

1. The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten (10) years, except those records subject to audit findings shall be retained for an additional three (3) years. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The SUBRECIPIENT agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning SUBRECIPIENT's operation hereunder. The SUBRECIPIENT further understands and agrees that said inspection and audit would be exercised upon written notice. If the SUBRECIPIENT or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, SUBRECIPIENT agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative find that the records delivered by the Contractor are incomplete, the SUBRECIPIENT agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT's offices to inspect, audit, and retrieve the complete records. The SUBRECIPIENT further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

## **F. INSURANCE**

1. The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:
  - a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section XIV. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

- 2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.
  - a. SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City

may declare SUBRECIPIENT in default of its obligation under this Section.

- b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.
3. Insurance Rating. Each insurance company'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 adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).
4. Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.
5. Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.
6. Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

#### G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of

payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

#### **H. LIMIT ON ASSIGNMENT OF INTEREST**

SUBRECIPIENT may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

#### **I. AGREEMENT REVISIONS**

Changes in the Scope of Services as outlined herein must be in accordance with HOME/LIHTF Program regulations, made by written amendment to this Agreement and approved by both the SUBRECIPIENT and the Mayor if funding amounts over \$24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize HOME/LIHTF funding to the City.

#### **J. THIRD PARTY CONTRACTS**

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express written consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

#### **K. DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, SUBRECIPIENT warrants that it has disclosed, on the form attached hereto as Attachment "T", all principals, including, partners of SUBRECIPIENT, as well as all persons and entities holding more than 1% interest in SUBRECIPIENT or any principal of SUBRECIPIENT.

Throughout the term hereof, SUBRECIPIENT shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

### **III. GENERAL CONDITIONS**

#### **A. RELIGIOUS ACTIVITIES**

As a general rule, in accordance with First Amendment Church/State Principles, HOME/LIHTF assistance may be provided to primary religious organizations for any activity, excluding inherently religious activities.

#### **B. POLITICAL ACTIVITIES Section 319 of Public Law 101-121 of the Department of the Interior Appropriations Act.**

SUBRECIPIENT will comply with this section, which prohibits the use of HOME/LIHTF funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

#### **HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

SUBRECIPIENT further agrees that 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.

#### **C. PROGRAM INCOME**

SUBRECIPIENT agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME/LIHTF funds or matching contributions;
2. Gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, or a SUBRECIPIENT, that was acquired, rehabilitated, or constructed, with HOME/LIHTF funds or matching contributions, less costs incidental to the generation of the income;
3. Payments of principal and interest on loans made using HOME/LIHTF,

4. Proceeds from the sale of loans made with HOME/LIHTF or matching contributions;
5. Proceeds from the sale of obligations secured by loans made with HOME/LIHTF funds or matching contributions;
6. Interest earned on program income pending its disposition; and
7. Any other interest or return on the investment HOME/LIHTF or matching contributions.

Repayment, interest, and other return on the investment of HOME/LIHTF will be remitted to the CITY for additional eligible activities.

#### **D. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR 570.502**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

#### **E. OTHER PROGRAM REQUIREMENTS**

SUBRECIPIENT shall carry out its activities in compliance with all laws and regulations as described in Nevada Revised Statute and Federal Regulations. More specifically, SUBRECIPIENT shall be required to comply with the following:

1. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964-- FAIR HOUSING ACT--EXECUTIVE ORDER 11063**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin.

2. **SECTION 109 OF THE ACT--AGE DISCRIMINATION ACT of 1975 --SECTION 504 OF THE REHABILITATION ACT OF 1973**

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which

requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity.

### **3. CONFLICT OF INTEREST**

This Agreement is subject to the general rule that no person who is an employee, SUBRECIPIENT, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to HOME/LIHTF activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME/LIHTF-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOME/LIHTF-assisted activity, or with respect to the proceeds of the HOME/LIHTF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

### **4. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of funds.

### **F. DRUG-FREE WORKPLACE**

As a SUBRECIPIENT of HOME/LIHTF funds, and in connection with public services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

### **G. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any HOME/LIHTF/ funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME/LIHTF funds.

## **H. ANTI-LOBBYING**

SUBRECIPIENT will not use HOME/LIHTF for lobbying any branch of the government in connection with a specific contract, grant, or loan, and that no HOME/LIHTF funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

## **I. AMERICANS WITH DISABILITIES ACT**

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

## **J. RECORD KEEPING**

SUBRECIPIENT shall maintain records for a period of ten years after rental assistance ends except as set forth under II.E. of this Agreement.

## **K. FORFEITURE OF FUNDS**

Any material breach of the terms of this section shall result in forfeiture of all HOME/LIHTF Program or other funding received by SUBRECIPIENT pursuant to this Agreement, or any part thereof as determined by the City.

## **L. EXPIRATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to the City any HOME/LIHTF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

## **M. HOUSING QUALITY STANDARDS**

SUBRECIPIENT agrees to require the Project participants reside in leased units that are in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements, prior to entering into a lease agreement for the unit.

## **IV. FINANCIAL MANAGEMENT**

### **A. AUDIT REQUIREMENTS**

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All SUBRECIPIENTS who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOME/LIHTF Program SUBRECIPIENT Manual as provided for further guidance on this matter.

**B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include documentation to verify proof of payment such as: copies of the front and back of the cancelled checks, wire transfer receipts, downloaded bank transaction information from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

**C. FINANCIAL RECORDKEEPING**

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof and the SUBRECIPIENT agrees to provide the requested data.

**D. RECORDS**

Program records shall be maintained in accordance with State of Nevada and CITY requirements with respect to all matters covered by this Agreement

**E. PROGRAM BUDGET**

Invoice expenditures eligible for payment by the CITY will be in accordance with the Program budget delineated in Exhibit "B" and subject to any conditions imposed in the Scope of Services, to include monthly reports when seeking reimbursement from the City for Program costs. SUBRECIPIENT shall not make any changes in the Program budget unless permission requested in writing is obtained and approved in writing from the Neighborhood Services Department Director.

**F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Program budget expenditures identified in Exhibit "B" of this Agreement. All expenditures will be reimbursable with appropriate back-up

documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are HOME/LIHTF ineligible or which are not within the scope of this Agreement.

SUBRECIPIENT agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and will be paid on a reimbursement basis.

#### **G. UNEXPENDED FUNDS**

In the event that CITY staff anticipates 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 reprogram the funds to another HOME/LIHTF-eligible project/program.

#### **H. ACCOUNTING METHODS**

Expenditures charged to CITY HOME/LIHTF funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

### **V. MODIFICATION OR TERMINATION OF AGREEMENT**

#### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

SUBRECIPIENT and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by State of Nevada and/or any applicable statutes or regulations.

#### **B. TERMINATION PROCEDURES**

SUBRECIPIENT and the CITY hereby agree that this Agreement is subject to State enforcement procedures. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the awarding agency,

2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at the location specified in Exhibit "A", Item D of this Agreement.

If the SUBRECIPIENT fails to fulfill, in a timely and proper manner, its obligations under this Agreement, the City may suspend or terminate this Agreement.

#### **C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.


**(The remainder of this page left intentionally blank.)**

**D. NOTIFICATION OF AGENCY CHANGES**


SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS


  
\_\_\_\_\_  
Oscar B. Goodman, Mayor                      Date

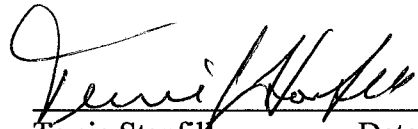
ATTEST:

  
\_\_\_\_\_  
Barbara Jo Ronemus, City Clerk

**Council Action: July 12, 2006**

**APPROVED AS TO FORM:**

                      10/17/06  
\_\_\_\_\_

  
\_\_\_\_\_  
Terrie Stanfil                      Date  
Executive Director  
HELP of Southern Nevada



**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROJECT DESCRIPTION**

The City of Las Vegas Tenant-Based Rental Assistance Program ("Project" or "Program") is a resident-based rental housing assistance program that provides rental subsidies to homeless or nearly homeless individuals. The program guidelines, including Tenant Selection Policy are attached as Exhibit "C" and "D" to the Agreement.

It is the intention of this program to assist those people who are homeless or about to become homeless to regain both a home to live in and become self sufficient through obtaining gainful employment.

SUBRECIPIENT, HELP of Southern Nevada, will use HOME, LIHTF and/or other funds to provide the direct financial assistance to HOME/LIHTF eligible households with annual household incomes at or below 60% of the area median income, adjusted for family size. HELP of Southern Nevada will qualify the Participants as HOME/LIHTF-eligible, will review the tenant/landlord leases and will pay the landlord directly as specified in Exhibit "C." The length of assistance will be determined by HELP of Southern Nevada as specified in Exhibit "C" for up to one year.

SUBRECIPIENT shall not commit HOME funds to a tenant until a case manager has verified that the individual or family is homeless or is imminently in danger of becoming homeless. This will be done through an established verification process which complies with HOME federal regulations 24 CFR 92.

SUBRECIPIENT agrees to verify that the tenant families receiving such rental assistance meet the income requirements of 24 CFR 92.216, utilizing the HOME Income Guidelines (EXHIBIT "D") and the Section 8 definition of annual gross income found at 24 CFR Part 5.

SUBRECIPIENT further agrees that lease agreements entered into for the Tenant Based Rental Assistance Program will only include rent payments (including utilities) which do not exceed the Tenant-Based Rental Assistance Program Payment Standard (EXHIBIT "E"). If utility services are not included in the rent, utility payments may not exceed the Allowance for Tenant-Furnished Utilities and Other Services per current HUD Form 52667 as updated annually.

SUBRECIPIENT agrees that any Project costs, unless and until otherwise specified in writing, by the Director, exceeding the \$200,000 in HOME Program funds provided by the City pursuant to City of Las Vegas City Council action of July 12, 2006, will be the responsibility of SUBRECIPIENT. SUBRECIPIENT further

agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the City.

SUBRECIPIENT agrees to abide by the Program Eligibility Requirements stipulated in the City of Las Vegas Procedures for Tenant Based Rental Assistance Program (Exhibit "C").

## **B. SERVICES TO BE PROVIDED**

After assessing that the Participant qualifies per the Tenant Selection Policy, the following services will be offered:

- Rental assistance: for a period of up to one year
- Utility assistance: i.e. Electric, Gas, Water, Sewer, and Trash (phone service is excluded)
- Bus tokens: for job search, new jobs, doctors appointments, and appointments mandated at HELP of Southern Nevada
- Referrals for the following areas: counseling, low cost medical, clothing, food, personal hygiene items, and support groups for various needs

## **C. CLIENT RECORDS**

SUBRECIPIENT will provide the Neighborhood Services Director with client usage records for HOME/LIHTF assisted units on a monthly basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Low and Moderate Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "D");
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.

**D. NOTIFICATIONS**

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City of SUBRECIPIENT as follows:

CITY: Mr. Stephen Harsin, AICP, Director  
Neighborhood Services Department  
City of Las Vegas  
400 Stewart Avenue, 2<sup>nd</sup> Floor  
Las Vegas, NV 89101

SUBRECIPIENT: Ms. Terrie Stanfill, Executive Director  
HELP of Southern Nevada  
1640 E. Flamingo  
Las Vegas, NV 89104

EXHIBIT "B"

PROJECT BUDGET

Supply Tenant Based Rental Assistance to a minimum of 50 families:	\$200,000
---	-----------

**EXHIBIT "C"**  
**PROCEDURES FOR TENANT BASED RENTAL ASSISTANCE**  
**PROGRAM**

**A. PURPOSE** To provide rental assistance for up to one year to homeless families and individuals while they are obtaining skills, resources, and other assets to maintain self-sufficiency in covering living expenses.

**B. ASSISTANCE** Partial grants to cover the amount of funds needed for the following:

- 1) Rent payment assistance.
- 2) Utility allowance payments (electric, gas, and water, excluding phone).

Monthly assistance paid on behalf of the program participant may not exceed the difference between the Rent Payment Standard set for the unit (see EXHIBIT "E") and 30 percent of the family's monthly adjusted income calculated using the Section 8 definition of annual gross income found at 24 CFR Part 5. The Minimum Tenant Payment, as required by 24 CFR 92.209 (h)(2), is established at ten (10) dollars per month.

This Program will be 100 percent tenant-based. The housing assistance goes with the individual/family participant and is not controlled in any way by the housing owner. The participant is free to use his/her assistance anywhere within Clark County, including the cities of Henderson, Boulder City, Mesquite, North Las Vegas and Las Vegas, where the owner is willing to participate. Participation by private sector housing owners is strictly voluntary.

**C. FUNDING** City of Las Vegas federal HOME Investment Partnerships Program (HOME) and/or Low-Income Housing Trust Funds (LIHTF).

**D. ELIGIBLE PERSONS**

Families or individuals who are currently homeless, living in an emergency shelter, or about to become homeless (subject to evaluation and approval).

**E. TENANT SELECTION POLICY**

- 1) Participants must complete in full all application paperwork and provide identification documentation for all household members.

- 2) Preference will be given to the following:
  - a) Single parents with children
  - b) Seniors over the age of 62
  - c) Veterans
  - d) Other Homeless individuals
- 3) Participants must commit to working with case manager on an individualized plan to achieve self-sufficiency at the end of the lease agreement, which may include but is not limited to job training opportunities, vocational rehabilitation programs, parenting classes, job search activities, credit counseling, and applications for other forms of assistance. Failure to follow these plans may result in a termination of the agreement, causing funding to be revoked. In addition, participants who have failed to demonstrate a commitment to following case plan recommendations in the past may not be considered for funding support.
- 4) Household income may not exceed 60% of the area median income adjusted for family size as determined annually by HUD.

#### **F. TYPES OF ASSISTANCE:**

Monthly Assistance: The following types of assistance will be offered to eligible households in the form of a grant without repayment required:

##### **A) Rent Payment Assistance**

- 1) The Program will pay the reasonable monthly rental payments on selected rental unit to the owner on behalf of the participant and will pay monthly utility costs (not to exceed the Utility Allowance) to the utility company. Rental assistance shall be offered as based on the policies and procedures of the SUBRECIPIENT agency administering the program and determined by employing the Program Rent Payment Standard (EXHIBIT "E") less utility allowance. Each individual will work with the SUBRECIPIENT staff to establish a one year program of assistance.
- 2) The length of time rental assistance will be available will be determined by participant's completion of program goals and benchmarks.

## **G. LEASE PROVISIONS:**

All renter households assisted under this Program shall produce a written lease which has been signed for a period of no less than one year, unless by mutual agreement between the tenant and the owner.

## **H. ELIGIBLE UNITS:**

- 1) Qualified transitional housing operated by a recognized transitional housing program is eligible.
- 2) Available rental housing.
- 3) Tenants must use TBRA assistance in units that meet Section 8 Housing Quality Standards (HQS). Inspections must be made at initial occupancy and annually during the length of the TBRA assistance. The Housing Quality Standards include a basic occupancy standard of two persons per living/sleeping area.
- 4) All units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units.

## **I. PROCEDURES:**

- 1) The SUBRECIPIENT will advertise the Program in a manner best suited to reach the target population to be served.
- 2) Potential applicants must fill out an application in person at the SUBRECIPIENT agency or their designee office. If a physical disability or inability to access public transportation exists, individual visits with the case manager at an alternate location may be available on an individual basis.
- 3) Applicants must provide acceptable, third party verification of all sources of gross income (this should include employment, benefits, pensions, food stamps, etc), and all assets for the family for documentation of initial eligibility and interim re-examination of income as the household size, composition, and income changes.
- 4) Provide copies of birth certificates and /or Social Security cards and picture ID, State of Nevada Medical cards with children's social security number, as applicable for all persons who reside in the household.
- 5) Provide a goals statement describing why they are viable candidates for assistance, to include how they plan to demonstrate that they will be in a position to

- maintain their housing expenses after the termination of assistance under this Program.
- 6) If applicant is approved, financial assistance will be paid directly to the landlord or the utility company.
  - 7) The SUBRECIPIENT agency will conduct a needs assessment with the participant and make appropriate referrals for other forms of assistance
  - 8) Participant must agree to provide copies of financial documentation to assist in the development and implementation of their plan to maintain their housing costs after the period of assistance.
  - 9) Provide rental agreement with the names of all household members as stated on the application. Utility bills must be in name of at least one of the residents of the household.
  - 10) Participant must agree to a maximum tenant payment of 30% of household adjusted monthly income as defined in 24 CFR 5.611 and a minimum tenant payment of ten (10) dollars per month.

**J. SUBRECIPIENT RESPONSIBILITIES:**

- 1) Will be responsible for screening and selecting potential program participants in accordance with the Selection Criteria set forth in Item E.
- 2) Will verify recipients are homeless through an established verification process which complies with HOME federal regulations 24 CFR 92.
- 3) SUBRECIPIENT agrees to verify that the families receiving such rental assistance meet the income requirements of 24 CFR 92.216, utilizing the HOME Income Guidelines (EXHIBIT "D").
- 4) Will review the rental lease to ensure the agreement complies with the HOME federal regulations 24 CFR 92 and will verify that lease agreements entered into for the Tenant Based Rental Assistance Program will only include rents payments which do not exceed the Program Rent Payment Standard attached as EXHIBIT "E" to the Agreement.
- 5) Will provide monthly reports indicating the number of individuals entering the program, along with all

required demographic information; the progress of existing participants; the amounts paid for each individual; and other benchmarks for the program which will be stipulated in their SUBRECIPIENT Agreement.

- 6) Will coordinate with other service providers to ensure the participants have access to their identified needs, training, and care.

#### **K. TERMINATION OF ASSISTANCE**

Any violation of the material provisions of the lease, income eligibility, or illegal activities will be cause for termination from the Program, in accordance with the provisions of the Program. The SUBRECIPIENT will terminate participant rental assistance for any violation so designated in the participant's TBRA agreement/plan with the SUBRECIPIENT to include participant failure to cooperate in determining eligibility or for misrepresentation.

**EXHIBIT "D"**  
**HOME/LIHTF PROGRAM INCOME GUIDELINES:**  
**U.S. Department of Housing and Urban Development (HUD) HOME/LIHTF**  
**Program Limits (Effective March, 2006)**  
**Median Family Income \$58,200)**

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>	
1	30%	12,450
	50%	20,650 (Very Low-Income)
	60%	24,780
	80%	33,100 (Low-Income)
2	30%	14,200
	50%	23,600 (Very Low-Income)
	60%	28,320
	80%	37,850 (Low-Income)
3	30%	16,000
	50%	26,550 (Very Low-Income)
	60%	31,860
	80%	42,550 (Low-Income)
4	30%	17,750
	50%	29,550 (Very Low-Income)
	60%	35,460
	80%	47,300 (Low-Income)
5	30%	19,150
	50%	31,900 (Very Low-Income)
	60%	38,280
	80%	51,100 (Low-Income)
6	30%	20,600
	50%	34,250 (Very Low-Income)
	60%	41,100
	80%	54,850 (Low-Income)
7	30%	22,000
	50%	36,600 (Very Low-Income)
	60%	43,920
	80%	58,650 (Low-Income)
8	30%	23,450
	50%	38,950 (Very Low-Income)
	60%	46,740
	80%	62,450 (Low-Income)

EXHIBIT "E"

**Tenant-Based Rental Assistance Program Payment Standard**

Based on 2006 Fair Market Rents For Existing Housing

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

04/2006

<b>UNIT SIZE</b>	<b>*PAYMENT STANDARD</b>
<b>Efficiency</b>	\$622.00
<b>1 - Bedroom</b>	\$728.00
<b>2 - Bedroom</b>	\$861.00
<b>3 - Bedroom</b>	\$1,195.00
<b>4 - Bedroom</b>	\$1,453.00
<b>5 - Bedroom</b>	\$1,671.00
<b>6 Bedroom</b>	\$1,889.00

\*The Program Payment Standard includes rent payment and utility allowance. The maximum rent payment is calculated by deducting the utility allowance from the Program Payment Standard.

ATTACHMENT "I"

DISCLOSURE OF PRINCIPALS

The principals and partners of HELP of Southern Nevada and all persons and entities holding more than 1% interest in HELP of Southern Nevada or any principal of HELP of Southern Nevada are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1 NA See Attached Board of Directors	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

HELP of Southern Nevada

By: Terrie Stanfill  
 Terrie Stanfill  
 Title: Executive Director

Subscribed and sworn to before me this

23 day of October, 2006

Karen L. Lobach  
 Notary Public

