

MEMORANDUM OF UNDERSTANDING  
NEIGHBORHOOD INITIATIVE DIVISION  
TENANT BASED RENTAL ASSISTANCE PROGRAM

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of August, 2007, by and between City of Las Vegas ("City") on the behalf of the Neighborhood Services Department, Neighborhood Development Division, (hereafter referred to as "NEIGHBORHOOD SERVICES") and City of Las Vegas Neighborhood Services Department, Neighborhood Initiative Division (hereinafter referred to as "NEIGHBORHOOD INITIATIVE") for

TENANT-BASED RENTAL ASSISTANCE

WITNESSETH:

WHEREAS; the City Council of Las Vegas (hereinafter referred to as the "City"), desires to make grants to governmental sub-entities, to be utilized for the selected purpose; and

WHEREAS, the United States Department of Housing and Urban Development, (hereinafter "HUD"), pursuant to 24 CFR Part 92 , and specifically to 24 CFR Part 92.504, requires the City as Recipient to sign a written agreement with NEIGHBORHOOD INITIATIVE which shall remain in effect for the time period during which NEIGHBORHOOD INITIATIVE administers the project,

WHEREAS, the City of Las Vegas, by and through its Neighborhood Services Department, Neighborhood Development Division is the local grant administrator for the HUD Entitlement Grant, and the CITY has allocated funds to the City of Las Vegas Department of Neighborhood Services, Neighborhood Initiative Division, for a tenant-based rental assistance program; and

WHEREAS, the parties desire to record their agreement by means of this Memorandum of Understanding ("MOU").

NOW THEREFORE, in accordance with 24 CFR Part 92 and all relevant federal related regulations, the NEIGHBORHOOD SERVICES HOME/LIHTF Program Manual 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. NEIGHBORHOOD INITIATIVE RESPONSIBILITIES**

NEIGHBORHOOD INITIATIVE 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 MOU shall not exceed Sixty Thousand dollars (\$60,000) in HOME/LIHTF funds. HOME/LIHTF Funds to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached to this MOU. NEIGHBORHOOD INITIATIVE agrees to adhere to the Scope of Services Description, Exhibit "A".

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

This MOU provides for HOME/LIHTF funding of NEIGHBORHOOD INITIATIVE'S program rendered in accordance with this MOU from August 1st, 2007 through December 31, 2008, inclusive. CITY and NEIGHBORHOOD SERVICES shall bear no liability to fund or provide payment for NEIGHBORHOOD INITIATIVE program services in the event that no HOME/LIHTF funds are received during the applicable fiscal year. Furthermore, CITY and NEIGHBORHOOD SERVICES shall be liable only for payment proportional to the extent of the HOME/LIHTF fund grants the CITY receives. NEIGHBORHOOD INITIATIVE program expenses incurred after the Council approval date, but prior to execution of this MOU may be reimbursed upon approval of NEIGHBORHOOD SERVICES and contingent upon NEIGHBORHOOD INITIATIVE 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**

NEIGHBORHOOD INITIATIVE 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 NEIGHBORHOOD INITIATIVE. NEIGHBORHOOD INITIATIVE shall obtain any and all Federal, State, and local permits and licenses required to execute the Program as described in the MOU's Scope of Services. NEIGHBORHOOD INITIATIVE 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. NEIGHBORHOOD INITIATIVE RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

NEIGHBORHOOD INITIATIVE has requested the financial support of the CITY to enable NEIGHBORHOOD INITIATIVE to provide the services contemplated herein. CITY and NEIGHBORHOOD SERVICES 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 NEIGHBORHOOD INITIATIVE, 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. ON-SITE MONITORING**

Projects and programs funded under this MOU 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.

NEIGHBORHOOD INITIATIVE 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 NEIGHBORHOOD SERVICES 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 MOU.

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

1. NEIGHBORHOOD INITIATIVE agrees to maintain financial records pertaining to all matters relative to this MOU in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this MOU 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 NEIGHBORHOOD INITIATIVE ceases to exist, NEIGHBORHOOD INITIATIVE shall turn over to CITY and NEIGHBORHOOD SERVICES all of its records relating to this MOU to be retained by NEIGHBORHOOD SERVICES for the required period of time.
2. NEIGHBORHOOD INITIATIVE agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this MOU at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning NEIGHBORHOOD INITIATIVE's operation hereunder. NEIGHBORHOOD INITIATIVE further understands and agrees that said inspection and audit would be exercised upon written notice. NEIGHBORHOOD INITIATIVE 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.

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

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

## **F. MOU 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 MOU and approved by both NEIGHBORHOOD INITIATIVE, and NEIGHBORHOOD SERVICES and the City Council and 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 Neighborhood Services 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**

Third Party contracts are not allowable expenses pursuant to this MOU.

## **III. FEDERAL CONDITIONS**

### **A. RELIGIOUS ACTIVITIES 24 CFR 92.257**

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.**

NEIGHBORHOOD INITIATIVE 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**

NEIGHBORHOOD INITIATIVE 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 24 CFR 92.2**

NEIGHBORHOOD INITIATIVE 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, NEIGHBORHOOD INITIATIVE, 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 NEIGHBORHOOD SERVICES for additional eligible activities.

### **D. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

NEIGHBORHOOD INITIATIVE 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 24 CFR 92.350-3, 92.358**

NEIGHBORHOOD INITIATIVE shall carry out its activities in compliance with all laws and regulations as described in Nevada Revised Statute and Federal Regulations. More specifically, NEIGHBORHOOD INITIATIVE 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 MOU 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 MOU 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 24 CFR 92.356**

This MOU is subject to the general rule that no person who is an employee, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of NEIGHBORHOOD INITIATIVE 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 24 CFR 92.505**

NEIGHBORHOOD INITIATIVE 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.

**5. ENVIRONMENTAL STANDARDS 24 CFR 92.352**

This Agreement is subject to National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

**6. LEAD-BASED PAINT 24 CFR 92.355**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 92.353; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

**F. DRUG-FREE WORKPLACE**

As a subrecipient of HOME/LIHTF funds, and in connection with public services offered, NEIGHBORHOOD INITIATIVE 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 NEIGHBORHOOD INITIATIVE shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

**G. EXPIRATION OR REVOCATION OF MOU**

Upon the expiration or revocation of this MOU, NEIGHBORHOOD INITIATIVE shall transfer to NEIGHBORHOOD SERVICES 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**

NEIGHBORHOOD INITIATIVE 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 NEIGHBORHOOD INITIATIVE 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**

NEIGHBORHOOD INITIATIVE agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to NEIGHBORHOOD INITIATIVE and the activities to be performed by NEIGHBORHOOD INITIATIVE under the scope of this MOU. If employing more than fifteen (15) employees, NEIGHBORHOOD INITIATIVE 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), NEIGHBORHOOD INITIATIVE agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, NEIGHBORHOOD INITIATIVE agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

**J. RECORD KEEPING 24 CFR 92.508**

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

**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 NEIGHBORHOOD INITIATIVE pursuant to this MOU, or any part thereof as determined by NEIGHBORHOOD SERVICES.

**L. HOUSING QUALITY STANDARDS 24 CFR 251**

NEIGHBORHOOD INITIATIVE 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 MOU 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 MOU is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003.

##### **B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this MOU, shall be thoroughly identified and readily accessible. Backup must include documentation to verify proof of eligible program costs.

##### **C. FINANCIAL RECORDKEEPING**

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

##### **E. PROGRAM BUDGET**

Invoice expenditures eligible for payment by NEIGHBORHOOD SERVICES 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 payment from NEIGHBORHOOD SERVICES for Program costs. NEIGHBORHOOD INITIATIVE 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**

NEIGHBORHOOD SERVICES shall pay valid invoices for approved Program budget expenditures identified in Exhibit "B" of this MOU. All expenditures will be paid with appropriate back-up documentation to confirm program eligibility. Before paying such expenses, NEIGHBORHOOD SERVICES will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this MOU. NEIGHBORHOOD SERVICES reserves the right to refuse payment for expenses, which are HOME/LIHTF ineligible or which are not within the scope of this MOU.

NEIGHBORHOOD INITIATIVE agrees that it may not request disbursement of funds under this MOU until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

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

In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this MOU will not be expended in the time and manner prescribed in this MOU, NEIGHBORHOOD SERVICES 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 NEIGHBORHOOD INITIATIVE.

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

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

NEIGHBORHOOD INITIATIVE and NEIGHBORHOOD SERVICES hereby agree to amend or otherwise revise this MOU should such modification be required by State of Nevada and/or any applicable statutes or regulations.

## **B. TERMINATION PROCEDURES**

NEIGHBORHOOD INITIATIVE and NEIGHBORHOOD SERVICES hereby agree that this MOU is subject to State enforcement procedures. Remedies for noncompliance with any of the covenants, agreements or stipulations of this MOU shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by NEIGHBORHOOD SERVICES or NEIGHBORHOOD INITIATIVE 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, NEIGHBORHOOD SERVICES 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 NEIGHBORHOOD INITIATIVE at the location specified in Exhibit "A", Item D of this MOU.

If the NEIGHBORHOOD INITIATIVE fails to fulfill, in a timely and proper manner, its obligations under this MOU, NEIGHBORHOOD SERVICES may suspend or terminate this MOU.

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

Each and every provision of law and clause required by law to be inserted in this MOU will be deemed to be inserted herein, and this MOU 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 MOU shall forthwith be physically amended to make such insertion.

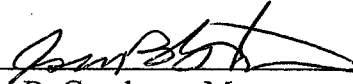
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**D. NOTIFICATION OF AGENCY CHANGES**


NEIGHBORHOOD INITIATIVE must notify NEIGHBORHOOD SERVICES in writing, of any of the following changes within 15 days: key staff or supervisor or change of address, phone, fax or email address.

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

CITY OF LAS VEGAS,

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

**Council Action: August 1, 2007**


Attest: By   
\_\_\_\_\_  
BEVERLY K. BRIDGES, CMC, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
9/13/07

CITY OF LAS VEGAS

NEIGHBORHOOD INITIATIVES

  
\_\_\_\_\_  
Tyrene Thompson  
Neighborhood Initiatives Manager

**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. The program income guidelines and program procedures, including Tenant Selection Policy are attached as Exhibit “C” and “D” to the MOU.

It is the intention of this program to provide improved access to affordable rental housing and prevent homelessness among at-risk low and moderate income persons.

NEIGHBORHOOD INITIATIVE 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. NEIGHBORHOOD INITIATIVE 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 NEIGHBORHOOD INITIATIVE as specified in Exhibit “C” for up to one year. The length of assistance can be extended up to two years under documented special circumstances. The lease between a tenant and an owner of rental housing assisted with HOME/LIHTF must be for not less than one year, unless by mutual agreement between the tenant and the owner.

NEIGHBORHOOD INITIATIVE 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.

NEIGHBORHOOD INITIATIVE 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.

NEIGHBORHOOD INITIATIVES agrees to provide one-time security deposit assistance in accordance with 24 CFR 92.209(j) to eligible tenants as a grant. NEIGHBORHOOD INITIATIVES further agrees that security deposit assistance will not exceed the equivalent of two month rent for the unit.

NEIGHBORHOOD INITIATIVE agrees that any Project costs, unless and until otherwise specified in writing, by the Director, exceeding the \$60,000 in HOME Program funds provided by the City pursuant to City of Las Vegas City Council action of August 1, 2007, will be the responsibility of NEIGHBORHOOD INITIATIVE. NEIGHBORHOOD INITIATIVE further agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the CITY.

NEIGHBORHOOD INITIATIVE 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. (May be extended under special circumstances).
- Utility assistance: i.e. Electric, Gas, Water, Sewer, and Trash (phone service is excluded)
- Grants for one-time security deposit assistance, not to exceed the equivalence of two months rent for the unit.
- Other supportive services in support of employment or training activities.
- Employment preparation and job referrals.

## **C. CLIENT RECORDS**

NEIGHBORHOOD INITIATIVE will provide NEIGHBORHOOD SERVICES with client usage records for HOME/LIHTF assisted households on a monthly basis during the period of this MOU. 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 households provided security deposit assistance and,
10. Monthly rent paid by each household served.

**D. NOTIFICATIONS**

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

CITY and NEIGHBORHOOD :  
SERVICES

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

NEIGHBORHOOD INITIATIVE:

Mr. Tyrone Thompson, NI Manager  
Neighborhood Services Department  
City of Las Vegas  
400 Stewart Avenue, 2<sup>nd</sup> Floor  
Las Vegas, NV 89101

EXHIBIT "B"

PROJECT BUDGET

Supply Tenant Based Rental Assistance and/or Security deposits to minimum of 15 households:	\$60,000
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**EXHIBIT "C"**  
**PROCEDURES FOR TENANT BASED RENTAL ASSISTANCE**  
**PROGRAM**

**A. PURPOSE** To provide improved access to affordable rental housing and prevent homelessness among at-risk low and moderate income persons while they are obtaining skills, resources, and other assets to maintain self-sufficiency.

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

- 1) Rent payment assistance.
- 2) One-time security deposit assistance.
- 3) Utility allowance payments (electric, gas, and water, excluding phone).

Monthly rental 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** Citizens who meet the income eligibility requirement 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.

## **E. TENANT SELECTION POLICY**

- 1) Participants must complete in full all application paperwork and provide identification and citizenship documentation for all household members.
- 2) Preference will be given to the following:
  - a) Ex-Offenders
  - b) Chronic Inebriates
  - c) Homeless or at risk of homelessness
  - d) Other low and moderate income individuals
- 3) Participants must commit to working with case manager on an individualized plan to achieve self-sufficiency by 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, image management, and applications for other forms of assistance. Failure to follow these plans may result in the 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 NEIGHBORHOOD INITIATIVE and determined by employing the Program Rent Payment Standard (EXHIBIT "E") less utility allowance. Each individual will work with NEIGHBORHOOD INITIATIVE staff to establish a one year program of assistance. Length of assistance may be extended up to two

years under special circumstances.

- 2) The length of time rental assistance will be available will be determined by participant's completion of program goals and benchmarks.

B) One-time Security Deposit Assistance as a grant

#### **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.
- 5) For units built before 1978, the owner must provide documentation from a qualified person certifying that the property is lead-based paint free. Otherwise, units built prior to 1978 are not TBRA eligible units.

#### **I. PROCEDURES:**

- 1) NEIGHBORHOOD INITIATIVE 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 NEIGHBORHOOD INITIATIVE 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) Applicants must 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) Applicants must provide goal statements 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) NEIGHBORHOOD INITIATIVE 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) Participant must provide a 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. NEIGHBORHOOD INITIATIVE RESPONSIBILITIES:**

- 1) Will be responsible for screening and selecting potential program participants in accordance with the Selection Criteria set forth in Item E.
- 2) NEIGHBORHOOD INITIATIVE agrees to verify that the families receiving such rental and security deposit assistance meet the income requirements of

24 CFR 92.216, utilizing the HOME Income Guidelines (EXHIBIT “D”).

- 3) 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 MOU.
- 4) Will provide monthly reports indicating the number of individuals entering the program, along with all required demographic information; the progress of existing participants; and the amounts paid for each individual for the program which will be stipulated in the NEIGHBORHOOD INITIATIVE MOU.
- 5) Will coordinate with other service providers to ensure the participants have access to other resources to address their identified needs.

#### **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. NEIGHBORHOOD INITIATIVE will terminate participant rental assistance for any violation so designated in the participant’s TBRA agreement/plan with NEIGHBORHOOD INITIATIVE 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, 2007)**  
**Median Family Income \$60,100)**

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>	
1	30%	12,650
	50%	21,050 (Very Low-Income)
	60%	25,260
	80%	33,650 (Low-Income)
2	30%	14,450
	50%	24,050 (Very Low-Income)
	60%	28,860
	80%	38,500 (Low-Income)
3	30%	16,250
	50%	27,050 (Very Low-Income)
	60%	32,460
	80%	43,300 (Low-Income)
4	30%	18,050
	50%	30,050 (Very Low-Income)
	60%	38,400
	80%	48,100 (Low-Income)
5	30%	19,500
	50%	32,450 (Very Low-Income)
	60%	41,460
	80%	51,950 (Low-Income)
6	30%	20,950
	50%	34,850 (Very Low-Income)
	60%	41,820
	80%	55,800 (Low-Income)
7	30%	22,400
	50%	37,250 (Very Low-Income)
	60%	44,700
	80%	59,650 (Low-Income)
8	30%	23,850
	50%	39,650 (Very Low-Income)
	60%	47,580
	80%	63,500 (Low-Income)

EXHIBIT "E"

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

Based on 2007 Fair Market Rents For Existing Housing

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

03/2007

<b>UNIT SIZE</b>	<b>*PAYMENT STANDARD</b>
<b>Efficiency</b>	\$643.00
<b>1 - Bedroom</b>	\$754.00
<b>2 - Bedroom</b>	\$891.00
<b>3 - Bedroom</b>	\$1,237.00
<b>4 - Bedroom</b>	\$1,503.00
<b>5 - Bedroom</b>	\$1,728.00
<b>6 Bedroom</b>	\$1,954.00

**\*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.**