

FIRST AMENDMENT TO HOME AGREEMENT TO FUND
HELP OF SOUTHERN NEVADA
TENANT BASED RENTAL ASSISTANCE PROGRAM

THIS FIRST AMENDMENT TO HOME AGREEMENT is made and entered into this 20th day of August 2008, 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, the City of Las Vegas City Council allocated \$200,000 in HOME funds at their August 1, 2007 meeting for this project; and

WHEREAS, the City of Las Vegas City Council desires to assist the Subrecipient by allocating an additional \$150,000 in HOME funds for an aggregate total of \$350,000 in HOME funds; and

WHEREAS, Subrecipient and City agree to amend the HOME AGREEMENT for compliance with the HOME regulations 24 CFR 92;

NOW THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Paragraphs A and B of the Scope of Services shall be deleted in their entirety and replaced with the following:

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a HOME funded project to provide activities eligible under the HOME 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 the additional \$150,000 in HOME 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 funding of SUBRECIPIENT'S program rendered in accordance with this Agreement from August 20, 2008 through August 20, 2009, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no HOME funds are received during the applicable fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent of the HOME fund grants the CITY receives. SUBRECIPIENT program expenses incurred after August 20, 2008, 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.

2. Exhibit "A", Scope of Services, Description, A., Project Description, paragraph seven (7) shall be deleted in its entirety and replaced with the following:

SUBRECIPIENT agrees that any Project costs, unless and until otherwise specified in writing, by the Director, exceeding the additional \$150,000 in HOME Program funds provided by the City pursuant to City of Las Vegas City Council action of August 20, 2008 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.

3. Exhibit "B", Project Budget, attached to the Agreement shall be deleted in its entirety and replaced with Exhibit "B-1", which is attached to this First Amendment.
4. Exhibit "D", HOME Program Income Guidelines, attached to the Agreement shall be deleted and replaced with Exhibit "D-1" which is attached to this First Amendment.
5. Exhibit "E", Tenant-Based Rental Assistance Program Payment Standard attached to the Agreement shall be deleted and replaced with Exhibit "E-1" which is attached to this First Amendment.
6. Except as herein above set forth, all other provisions of the HOME Agreement which are not inconsistent herewith shall remain in full force and effect.

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

Gary Reese 8-20-08
~~Oscar B. Goodman, Mayor~~ Date

ATTEST:

Beverly K. Bridges
Beverly K. Bridges, CMC, City Clerk

Gary Reese, Mayor Pro-Tem

Council Action: August 20, 2008

APPROVED AS TO FORM:

Robert S. Sylvan 7-10-08

Terrie Stanfill 7-29-08
Terrie Stanfill Date
Executive Director
HELP of Southern Nevada

EXHIBIT "B-1"

PROJECT BUDGET

Supply Tenant Based Rental Assistance to Persons whose income does not exceed 60% AMI:	\$150,000
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EXHIBIT "D-1"
HOME/LIHTF PROGRAM INCOME GUIDELINES:
U.S. Department of Housing and Urban Development (HUD)
HOME/ADDI Program Limits (Effective April, 2008)
Median Family Income (\$63,900)

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	30% 13,400
	50% 22,350 (Very Low-Income)
	60% 26,820
	80% 35,750 (Low-Income)
2	30% 15,300
	50% 25,550 (Very Low-Income)
	60% 30,660
	80% 40,900 (Low-Income)
3	30% 17,250
	50% 28,750 (Very Low-Income)
	60% 34,500
	80% 46,000 (Low-Income)
4	30% 19,150
	50% 31,950 (Very Low-Income)
	60% 38,340
	80% 51,100 (Low-Income)
5	30% 20,700
	50% 34,500 (Very Low-Income)
	60% 41,400
	80% 55,200 (Low-Income)
6	30% 22,200
	50% 37,050 (Very Low-Income)
	60% 44,460
	80% 59,300 (Low-Income)
7	30% 23,750
	50% 39,600 (Very Low-Income)
	60% 47,520
	80% 63,350 (Low-Income)
8	30% 25,300
	50% 42,150 (Very Low-Income)
	60% 50,580
	80% 67,450 (Low-Income)

EXHIBIT "E-1"

Tenant-Based Rental Assistance Program Payment Standard
Based on 2008 Fair Market Rents for Existing Housing
U. S. Department of Housing and Urban Development (HUD)
04/2008

UNIT SIZE	*PAYMENT STANDARD
Efficiency	\$719.00
1 - Bedroom	\$843.00
2 - Bedroom	\$996.00
3 - Bedroom	\$1,382.00
4 - Bedroom	\$1,680.00
5 - Bedroom	\$1,932.00
6 Bedroom	\$2,184.00

*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.