

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
NEIGHBORHOOD INITIATIVES DIVISION
TENANT BASED RENTAL ASSISTANCE PROGRAM

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING is made and entered into this 19th day of November, 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") on the behalf of Neighborhood Services Department, Neighborhood Development Division (hereafter referred to as "NEIGHBORHOOD SERVICES", and the City of Las Vegas Neighborhood Services Department, Neighborhood Initiatives Division (hereafter referred to as "NEIGHBORHOOD INITIATIVES") for tenant based rental assistance.

WITNESSETH:

WHEREAS, the City of Las Vegas City Council approved allocating \$60,000 in HOME funds at their August 1, 2007 meeting for this project; and

WHEREAS, the City of Las Vegas City Council desires to assist Neighborhood Initiatives by allocating an additional \$150,000 in HOME funds for an aggregate total of \$210,000 in HOME funds; and

WHEREAS, Neighborhood Initiatives and City agree to amend the HOME MOU 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 MOU as follows:

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

A. NEIGHBORHOOD INITIATIVES RESPONSIBILITIES

NEIGHBORHOOD INITIATIVES 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 MOU 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 MOU. NEIGHBORHOOD INITIATIVES agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This MOU provides for HOME funding of NEIGHBORHOOD INITIATIVES'S program rendered in accordance with this MOU from November 19, 2008 through November 19, 2009, inclusive. The CITY shall bear no liability to fund or provide payment for NEIGHBORHOOD INITIATIVE'S 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. NEIGHBORHOOD INITIATIVES'S program expenses incurred after November 19, 2008, but prior to execution of this MOU may be reimbursed upon approval of the CITY and contingent upon NEIGHBORHOOD INITIATIVES'S 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:


NEIGHBORHOOD INITIATIVES 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 November 19, 2008 will be the responsibility of NEIGHBORHOOD INITIATIVES. NEIGHBORHOOD INITIATIVES 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 MOU 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 MOU 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 MOU 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 MOU which are not inconsistent herewith shall remain in full force and effect.

7. Except as herein above set forth, all other provisions of the MOU which are not inconsistent with this First Amendment shall remain in full force and effect.

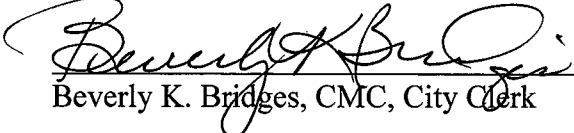
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS



Oscar B. Goodman, Mayor Date

ATTEST:




Beverly K. Bridges, CMC, City Clerk

Council Action: 11/19/08

APPROVED AS TO FORM:

Robert S. Sylvain 10-3-08



Tyrone Thompson Date
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 INITIATIVES 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 INITIATIVES 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 INITIATIVES 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 INITIATIVES 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 INITIATIVES 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 INITIATIVES 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 November 19, 2008, will be the responsibility of NEIGHBORHOOD INITIATIVES. NEIGHBORHOOD INITIATIVES further agrees to pay all maintenance and operating costs of the Project, unless

otherwise agreed to by the CITY.

NEIGHBORHOOD INITIATIVES 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 INITIATIVES 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, 2nd Floor
Las Vegas, NV 89101

NEIGHBORHOOD INITIATIVE: Mr. Tyrone Thompson, NI Manager
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

EXHIBIT "B-1"

PROJECT BUDGET

Supply Tenant Based Rental Assistance to
A minimum of 13 Persons whose income does not exceed 60% AMI: \$150,000

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.