

**FIRST AMENDMENT TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
HELP of Southern Nevada
Public Service – Social Services**

This First Amendment to the Community Development Block Grant Agreement, between the City of Las Vegas and HELP of Southern Nevada, Public Service – Social Services, 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, (the "City") and HELP of Southern Nevada (Subrecipient), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 1640 E. Flamingo Rd., Suite 100, Las Vegas, NV 89119.

WITNESSETH

WHEREAS, the parties entered into the Community Development Block Grant Agreement dated August 20, 2008, between the City of Las Vegas and HELP of Southern Nevada which provides Community Development Block Grant (CDBG) funds for the purpose of providing funds for the Subrecipient's Tenant Based Rental Assistance Program; and

WHEREAS, it has been determined that 18% Set-Aside Funding is a better source of funding for the purposes of the program; and

WHEREAS, the Legislature of the State of Nevada enacted Bill 1328 in 1993 with statutory language to Nevada Revised Statutes (NRS) 279.685, URBAN RENEWAL AND REDEVELOPMENT OF COMMUNITIES. NRS 279.685, as amended, requires that the redevelopment agency of a city whose population is 200,000 or more shall set aside not less than 18% of its tax revenue "to increase, improve and preserve the number of dwelling units in the community for low-income households"; and

WHEREAS, the City has established a deferred loan account for the Redevelopment Set Aside of the Redevelopment Agency's Tax Increment Revenues; and

WHEREAS, the City, as the Grantor for the Redevelopment Set Aside Housing Funds Program is responsible for planning, administration, implementation, and evaluation of the program; and

NOW, THEREFORE, it is agreed between the parties hereto as follows:

RECITALS

The recitals of the original agreement will be deleted in their entirety and the aforementioned Recitals are inserted in their place.

I. SCOPE OF SERVICE SUBRECIPIENT PROGRAM

Paragraph one under this Section will be deleted in its entirety and the following is inserted in its place:

The Subrecipient will be responsible for administering the FY2008-2009 Program known as **Operation of Tenant Based Rental Assistance** that provides activities eligible for funding under the 18% Set-Aside Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **\$30,000** in 18% Set-Aside funds, (the

aforementioned fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that Set-Aside Funds are received by the City. The Program expenses incurred after November 19, 2008, of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City.

III. CITY GENERAL CONDITIONS

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

Paragraph one of this Section is deleted in its entirety and the following is inserted in its place:

Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The 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 Set-Aside funds provided to Subrecipient under this Agreement.

D. ON-SITE MONITORING

This Section is deleted in its entirety and the following is inserted in its place:

The Program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, or any combination thereof. The 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 all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, 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 the following:

1. Whether the objectives of the Program are being achieved;
2. Whether the Program is being operated in an efficient and effective manner;
3. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
4. Whether the financial operations of the Program are being conducted properly;
5. Whether the periodic reports to the City contain accurate and reliable information; and
6. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

IV. FEDERAL GENERAL CONDITIONS

All items under this Section are deleted in their entirety.

V. FINANCIAL MANAGEMENT

Item A. under this Section is deleted in its entirety.

C. FINANCIAL RECORDKEEPING

This Section is deleted in its entirety and the following is inserted in its place:

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, or any combination thereof.

D. RECORDS

This Section is deleted in its entirety and the following is inserted in its place:

The Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement.

F. METHOD OF PAYMENT

This Section is deleted in its entirety and the following is inserted in its place:

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget (EXHIBIT "B") and eligible for reimbursement, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not eligible under the 18% Set-Aside funding, which are not for TBRA HOME funded clients, or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

This Section is deleted in its entirety and the following is inserted in its place:

18% Set-Aside funds must be spent in a timely manner. To ensure timely expenditure of the funding, fifty percent (50%) of the Set-Aside grant award provided by this agreement must be expended by March 31, 2009, or the funds will be reprogrammed. The Completed Request for Funds Form (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first six months of the program year must be received by April 10, 2009.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or his or her designee. All funds must be expended by June 30, 2009, with the Request for Funds and the Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

This Section is deleted in its entirety and the following is inserted in its place:

Each expenditure to be paid with Set-Aside Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

This Section is deleted in its entirety.

VI. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

This Section deleted in its entirety.

B. TERMINATION PROCEDURES

This Section is deleted in its entirety and the following is inserted in its place:

The Subrecipient and the City hereby agree that this Agreement is pursuant to Bill 1328 in 1993 with statutory language to Nevada Revised Statutes (NRS) 279.685, URBAN RENEWAL AND REDEVELOPMENT OF COMMUNITIES, NRS 279.685,. The remedies available to the City for noncompliance with any of the terms, conditions or obligations of this Agreement shall include but are not limited to the following:

1. Temporary withholding of cash payments pending correction of the deficiency by the Subrecipient,
2. Disallowance for all or part of the cost of the activity or action not in compliance,
3. Whole or partial suspension or termination of the current award for the Program,
4. Withholding of further awards for the Program, or
5. Adoption of other remedies that may be legally available.

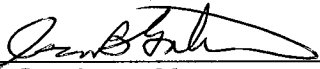
The City reserves the right to set the terms and conditions for suspension or termination, of this Agreement, and/or the 18% Set-Aside funding provided hereunder. Any notice of termination for noncompliance shall be given to the Subrecipient no less than ten (10) days before the effective date of such termination and sent to the address in the introduction paragraph of this Agreement.

Except as modified above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

HELP of Southern Nevada



Oscar B. Goodman, Mayor



Terrie Stanfill, Executive Director

Attest:



Beverly K. Bridges, CMC, City Clerk,

Council Action November 19, 2008

APPROVED AS TO FORM: Robert J. Sjoain 11-6-08

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:

Provide case management to persons and/or families involved in the HOME TBRA program. Preference will be given to persons and/or families who are homeless or about to become homeless.

2. Tasks to be Performed:

Provide case management for up to one year to persons and/or families involved in the HOME TBRA program.

3. Level of Service to be Provided and Measurable Goals for Grant Period:

Provide case management to at least 50 persons and/or families involved in the HOME TBRA program for one year enabling the tenants to be self sufficient at the end of that timeframe.

4. Program Conditions:

The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas. All clients served, must be verified as low or moderate income residents of the City of Las Vegas.

Stipulations: None.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning August 20, 2008 of the fiscal year or the effective date of the Agreement, through June 30th of the following fiscal year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "D" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "E" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households served.
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification Of Household Composition And Income form, attached as Exhibit "F" to the Agreement.

D. SOCIAL SERVICE PROGRAM OBJECTIVES

1. In General

The Subrecipient will be responsible for providing case management to eligible persons and/or families participating in the HOME TBRA program for one year over the period of November 19, 2008 to June 30, 2009 of the Program that the Subrecipient is using 18% Set-Aside Funds provided under Agreement. With funding from the City of Las Vegas 18% Set-Aside program, the Subrecipient will provide salary and benefits to staff who will provide social services to low and moderate-income persons and/or families whose income does not exceed 60% of area median income participating in the HOME TBRA program in order for them to become self sufficient within the year period and move out of the program.

Any change in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

2. Principal Tasks

The principal tasks, which the Subrecipient will perform in connection with the provision of the eligible social services include, but are not limited to the following:

- a.) Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.
- b.) Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components offered. All descriptions of the program will emphasize that the center is handicapped-accessible. (When possible, flyers should be translated in Spanish)
- c.) Accept applications and perform eligibility determinations. 18% Set-Aside funds must be used for clients whose family income does not exceed 60% of median income. This must be verified by the Subrecipient and kept in the client's file.
- d.) Ensure that program components allow clients the opportunity to become self-sufficient, avoid homelessness, maintain employment and maintain a reasonable standard of living and quality of life.
- e.) Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing social related services are appropriate for the enrolled population served and meet at least the minimum standards established by the pertinent licensing bodies.
- f.) Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the 18% Set-Aside program.
- g.) As part of the social services, provide a range of structured social, educational, basic needs and case management activities appropriate to ensure that client needs are met. Provide documentation, which will show the outcome of referrals made on behalf of clients.
- h.) Maintain program and financial records documenting the case notes related to each tenant participating in the HOME TBRA program as well as the staff time devoted to each tenant.
- i.) Make payments to landlords and utility companies for tenants participating in HOME TBRA program.
- j.) Perform or have performed HQS inspections on rental units prior to tenants accepting unit.

**EXHIBIT "B"
BUDGET**

PROGRAM BUDGET FORM FY 2008-2009

Do not include In-Kind Leveraging on this form.

Please round up to nearest dollar.

18% Set-Aside Funds Can Only be used for Services Rendered to Tenants Participating in the TBRA Program

Organization	Catholic Charities of Southern Nevada	Program Title	Tenant Based Rental Assistance Operations
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Column B must equal to the totals of columns C-G

Cash Sources other than CLV

(A)	(B)	(C)	(D)	(E)	(F)	(G)
Expense Category	Total Program Budget	CLV Set-Aside Portion	Agency's funds	Federal Funds	State/Local funds	Foundations/ Other Public Funds
PERSONNEL SERVICES						
Salaries						
Fringe Benefits (total)						
TOTALS	\$30,000					

EXHIBIT "D"
MONTHLY CLIENT STATUS REPORT
 THIS FORMAT MUST BE FOLLOWED EXACTLY
 USE BOTH PAGE 1 AND PAGE 2
Unduplicated Clients Served & Program Goals Met This Month

Neighborhood Services Department - Neighborhood Development Division
 400 Stewart, 2nd Floor, Las Vegas, NV 89101

RE: Agency/Project: Catholic Charities of Southern Nevada/Operations of HOME
 TBRA Program
 Represents Month _____

Below are the race categories, which must be reported for clients served with 18% Set-Aside funds. Please note that this form requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: i.e. female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients then the monthly and yearly total will change to reflect the amount of new clients.

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				
Female				
Male				
Female Head of Household				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Page 2
Monthly Status Report

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

NOVEMBER 2008 - PROGRAM ACCOMPLISHMENTS *(Sample)*

Activity 1. Youth Enrollment

- * Distributed 2,000 program flyers to North, South and Central High
- * Sponsored and Open House on August 15th to attract youth
- * 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two you referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "E"
CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for this program to be eligible to receive 18% Set-Aside funds, the participants or recipients must have income that is at or less than 80% of median income.

<u>INCOME NOT TO EXCEED</u>			
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
FAMILY SIZE			
1	\$13,400 or less	\$22,350	\$35,750
2	\$15,300 or less	\$25,550	\$40,900
3	\$17,250 or less	\$28,750	\$46,000
4	\$19,150 or less	\$31,950	\$51,100
5	\$20,700 or less	\$34,500	\$55,200
6	\$22,200 or less	\$37,050	\$59,300
7	\$23,750 or less	\$39,600	\$63,350
8	\$25,300 or less	\$42,150	\$67,450

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective February 13, 2008.

EXHIBIT "F"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

Please supply the information requested below. This information is confidential.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
<input type="checkbox"/> 1 person	<input type="checkbox"/> less than \$13,400	<input type="checkbox"/> less than \$22,350	<input type="checkbox"/> less than \$35,750
<input type="checkbox"/> 2 people	<input type="checkbox"/> less than \$15,300	<input type="checkbox"/> less than \$25,550	<input type="checkbox"/> less than \$40,900
<input type="checkbox"/> 3 people	<input type="checkbox"/> less than \$17,250	<input type="checkbox"/> less than \$28,750	<input type="checkbox"/> less than \$46,000
<input type="checkbox"/> 4 people	<input type="checkbox"/> less than \$19,150	<input type="checkbox"/> less than \$31,950	<input type="checkbox"/> less than \$51,100
<input type="checkbox"/> 5 people	<input type="checkbox"/> less than \$20,700	<input type="checkbox"/> less than \$34,500	<input type="checkbox"/> less than \$55,200
<input type="checkbox"/> 6 people	<input type="checkbox"/> less than \$22,200	<input type="checkbox"/> less than \$37,050	<input type="checkbox"/> less than \$59,300
<input type="checkbox"/> 7 people	<input type="checkbox"/> less than \$23,750	<input type="checkbox"/> less than \$39,600	<input type="checkbox"/> less than \$63,350
<input type="checkbox"/> 8 people	<input type="checkbox"/> less than \$25,300	<input type="checkbox"/> less than \$42,150	<input type="checkbox"/> less than \$67,450

¹ Based on HUD median incomes as of February 13, 2008.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

<input type="checkbox"/>	White	<input type="checkbox"/>	Black/African American	<input type="checkbox"/>	Asian	<input type="checkbox"/>	American Indian/Alaskan
<input type="checkbox"/>	Native Hawaiian/Other Pac. Islander	<input type="checkbox"/>	American Indian Alaskan Native & White	<input type="checkbox"/>	Asian & White	<input type="checkbox"/>	Black & White
<input type="checkbox"/>	American Indian/Alaskan Native & Black	<input type="checkbox"/>	Asian/Pacific Islander	<input type="checkbox"/>	Other Multi Racial	<input type="checkbox"/>	Hispanic

INCOME

Items ne

- * P
- * Monthly income for each member of the house with income (paycheck stubs, income tax statement.)
- * Other income documentation (child support, alimony, welfare, etc)

Please answer each of the following questions. For each "yes," please provide documentation.

YES NO Does any member of your household:

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	1. Live in Public Housing or receive Section 8 rental assistance?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	2. Work full-time, part-time, or seasonally?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	3. Expect to work for any period during the next year?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	4. Work for someone who pays them cash?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	5. Now receive or expect to receive unemployment benefits?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	6. Now receive or expect to receive child support?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	7. Now receive or expect to receive alimony?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	8. Now receive or expect to receive public assistance (welfare)?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.

_____ Signature of Head of Household	_____ Date
_____ Signature of Spouse	_____ Date
_____ Address including zip code	_____ Phone #
_____ Agency Representative	_____ Date
Verified by: _____	Date _____
Income verification* and type _____	Date _____