

**18% REDEVELOPMENT SET ASIDE (RDA) AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS AND  
HELP OF SOUTHERN NEVADA  
OPERATION OF HOME TENANT BASED RENTAL ASSISTANCE**

THIS AGREEMENT made and entered into this 1st day of July, 2011, 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, pursuant to NRS 279.685, the redevelopment agency of a city, whose population is 200,000 or more, is required to set aside not less than 18% of its tax increment revenue "to increase, improve and preserve the number of dwelling units in the community for low-income households" and

WHEREAS, pursuant to the requirements of NRS 279.685, the Las Vegas Redevelopment Agency has established a set-aside of eighteen (18%) from its tax increment revenues which has been given to the City as funding for its Redevelopment Set Aside Housing Fund Program (RDA) for the Redevelopment Set Aside of the Redevelopment Agency's Tax Increment Revenues, here-in referred to as Set-Aside funds; and

WHEREAS, the City, as the Grantor, is responsible for planning, administering, implementing and evaluating the Redevelopment Set Aside Housing Funds Program, and for funding those projects which provide affordable housing in the community; and

WHEREAS, Subrecipient has requested the City's assistance to provide salaries and wages for staff to operate their HOME Tenant Based Rental Assistance Program (TBRA) to assist low income tenants in finding affordable rental housing and enabling the tenants to be self sufficient at the end of the one year timeframe; and

WHEREAS, the City desires to assist Subrecipient by providing Redevelopment Set Aside Housing Funds to assist with the salaries and wages of its staff operating its TBRA (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, each Subrecipient is desirous of entering into this Agreement in order to implement its Program; and

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:

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

## **I. SCOPE OF SERVICE SUBRECIPIENT PROGRAM**

The Subrecipient will be responsible for administering the FY2011-2012 RDA-funded Program known as **Operation of HOME Tenant Based Rental Assistance** that provides activities eligible for funding under the 18% Redevelopment 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 **\$36,000** in RDA funds, (the "RDA Funds") which are to be allocated in accordance with the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the RDA Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Subrecipient agrees to conduct the Program as described in the Program Description.

## **II. TIME OF PERFORMANCE**

This Agreement provides for RDA funding of the Program expenses from July 1, 2011, through June 30, 2012, inclusive. The City shall bear no liability to fund or provide payment for the Program in the event that RDA Funds are not allocated or received for any aforementioned fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that RDA Funds are received by the City. The Program expenses incurred prior to execution of this Agreement may be reimbursed upon approval of the City.

## **III. CITY GENERAL CONDITIONS**

### **A. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to operate 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 RDA funds provided to Subrecipient under this Agreement.

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

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. 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, Park Recreation and Neighborhood Services Department Director or other designee of the Park Recreation and Neighborhood Services Director, to assure continuing eligibility for RDA Funding.

### **C. INDEMNIFICATION**

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability 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 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 reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

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

The Programs 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 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.

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

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. 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 which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City or the its 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 of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or to the address within the City of Las Vegas designated by the City. If the City or the its designated representative(s) finds that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records pertaining to the Program, including the

performance records that may be required by relevant directives from the funding sources of the City.

#### **F. INSURANCE**

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

- (i) 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.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City shall be named as an additional insured party under each coverage and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the Subrecipient, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the Subrecipient fail to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

#### **G. IRS REGULATIONS**

The 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**

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

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

Any change in the Program as outlined in the Program Description must be in accordance with RDA Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (ii) by the Director of Park Recreation and Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Park Recreation and Neighborhood Services Department is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the RDA Program funding to the City.

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

Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is 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 the professional services are not rendered in a manner consistent with the terms of this Agreement.

### **V. 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 entitled "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 in the aggregate during a one year period in federal funds, 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 Parks Recreation and 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 Parks Recreation and Neighborhood Services Department has received and reviewed the copy of the audit.

#### **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 the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and 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 the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

#### **D. RECORDS**

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

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

Eligible expenditures for payment by the City will be in accordance with the Program budget and subject to any conditions imposed in the Program Description, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Program costs. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

#### **F. METHOD OF PAYMENT**

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 RDA-ineligible, or which are not for TBRA 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**

RDA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Park Recreation and Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the RDA grant award provided by this agreement must be expended by January 31, 2012, or the funds may be reprogrammed. The Completed Request for Funds Form (Exhibit "C") and Monthly Client Reporting Forms (Exhibit "D") must be submitted monthly.

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 Park Recreation and Neighborhood Services Director or his or her designee. All funds must be expended by June 30, 2012, with the Request for Funds and the Monthly Client Reports submitted by July 10, 2012. Unspent funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

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

Each expenditure charged to City or paid with RDA Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

#### **A. TERMINATION PROCEDURES**

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 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 RDA 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.

#### **B. 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.

#### **C. NOTIFICATION OF AGENCY CHANGES**

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

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

Carolyn Goodman  
Carolyn G. Goodman, Date  
Mayor

Terrie J. D'Antonio 10/18/2011  
Terrie J. D'Antonio, Date  
President/CEO

ATTEST:

Vicky Skilbred 11/3/2011  
Beverly K. Bridges, MMC Date  
City Clerk By: Vicky Skilbred, CMC  
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 10-4-11  
Robert S. Sylvain, Date  
Deputy City Attorney

**Council Action: June 15, 2012**

**EXHIBIT “A”  
PROGRAM DESCRIPTION**

**A. PROGRAM SERVICES**

*Program Services to be provided.*

1. Purpose of Services:

Provide rental assistance and utility allowance assistance 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 rental assistance and utility allowance assistance 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 rental assistance and utility allowance 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 income residents of the City of Las Vegas.

**B. MONTHLY PROGRAM REPORTS**

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City. The Subrecipient shall submit, no later than the 7<sup>th</sup> 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. 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 delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Amount of TBRA funds expended on these tenants for rental assistance and utility allowance assistance.
4. Number of qualified tenants on a wait list for the HOME TBRA program.
5. Number of participants removed from the program because of non-compliance.

The Report shall be forwarded to the City of Las Vegas, Park Recreation and Neighborhood Services Department, ATTN: Tammy Griego, 400 Stewart Avenue, Las Vegas, Nevada, 89101.

The forms may be e-mailed. Please contact the Neighborhood Program Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against program objectives 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.A. 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. PROGRAM OBJECTIVES**

##### **1. In General**

The Subrecipient will be responsible for providing rental assistance and utility allowance assistance to eligible persons and/or families participating in the HOME TBRA program. With funding from the City of Las Vegas FY 2011 RDA Program, the Subrecipient will provide salary and benefits to staff who will provide rental assistance and utility allowance assistance 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 rental assistance and utility allowance assistance include, but are not limited to the following:

- a.) Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low-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)
- b.) Accept applications and perform eligibility determinations. RDA funds must be used for clients whose family income does not exceed 60% of median income and are enrolled in the HOME TBRA Program. This must be verified by the Subrecipient and kept in the client's file.
- c.) 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.

- d.) 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 RDA program.
- e.) 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.
- f.) 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.
- g.) Make payments to landlords and utility companies for tenants participating in HOME TBRA program.
- h.) Perform or have performed HQS inspections on rental units prior to tenants accepting unit.
- i.) Maintain program files that contain the following documentation:
  - An application should be on file for all applicants. The file should include documentation of the applicant's eligibility determination and eligibility for any applicable preferences. Each file also should contain documentation of the final disposition of the household's application.
  - Notes concerning all requests for unit approvals, including those that were rejected.
  - Copy of any agreement between the property owner and HELP of Southern Nevada.
  - Copy of leases and lease addendums.
  - Copies of all inspections conducted.
  - Calculations of amount being paid by the household for rent and utilities, and the PJ's share of the payment.
  - Determination of rent reasonableness.
  - Income certification and recertification.
  - Dates and reasons for termination of TBRA assistance.

**EXHIBIT "B"**

**PROJECT BUDGET**

|                                                                                                          |                 |
|----------------------------------------------------------------------------------------------------------|-----------------|
| <b>Operating dollars to provide salaries and benefits<br/>For staff to operate the HOME TBRA program</b> | <b>\$36,000</b> |
|----------------------------------------------------------------------------------------------------------|-----------------|

**EXHIBIT "C"**

**CITY OF LAS VEGAS**

**ECONOMIC AND URBAN DEVELOPMENT DEPARTMENT**

**REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Park Recreation and Neighborhood Services Department for RDA the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of payroll records, time cards, time sheets, canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

| Request # | Amount of Request | Period Covered               |
|-----------|-------------------|------------------------------|
|           |                   | From                      To |

|                                          |                                 |
|------------------------------------------|---------------------------------|
| Agency: HELP of Southern Nevada          | Phone: 369-4357                 |
| Project: Operations of HOME TBRA Program | FAX: 369-4089                   |
| Contact Person: Terrie D' Antonio        | e-mail: td'antonio@helpsonv.org |

| Account Title    | Budgeted Amount | Request Amount | Previous Drawdowns | Remaining Funds |
|------------------|-----------------|----------------|--------------------|-----------------|
| Wages & Benefits | \$ 36,000.00    |                |                    |                 |
|                  |                 |                |                    |                 |
| TOTAL            | \$ 36,000.00    |                |                    |                 |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT "D"**  
**MONTHLY CLIENT STATUS REPORT**  
 THIS FORMAT MUST BE FOLLOWED EXACTLY  
Unduplicated Clients Served

Parks Recreation and Neighborhood Services Department  
 400 Stewart, 2<sup>nd</sup> Floor, Las Vegas, NV 89101

RE: Agency/Project: HELP of Southern Nevada/Operations of HOME TBRA Program  
 Represents Month \_\_\_\_\_

**Below are the HUD race categories, which must be reported for clients served with RDA funds. In addition, HUD 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                     |                      |                        |                           |                             |
| <b>TOTAL All Categories</b>            |                      |                        |                           |                             |
| Female                                 |                      |                        |                           |                             |

|                                            |                 |                 |       |                    |
|--------------------------------------------|-----------------|-----------------|-------|--------------------|
| Male                                       |                 |                 |       |                    |
| Female Head of Household                   |                 |                 |       |                    |
| 0-30% Extremely-Low                        | 31-50% Very Low | 51-80% Moderate | Total |                    |
|                                            |                 |                 |       | Monthly Total      |
|                                            |                 |                 |       | Year to Date Total |
| Tenants on Wait List                       |                 |                 |       | Monthly Total      |
| Participants terminated for non-compliance |                 |                 |       | Monthly Total      |

**EXHIBIT "E"**  
**CLIENT ELIGIBILITY**  
**HUD HOME GUIDELINES**

In order for a project or program to be eligible to receive RDA funds, all tenants served under this program must have incomes of 60% of median income or less.

**HOME/ Program Limits (Effective May, 2011)**  
**Median Family Income (\$63,400)**

| <b><u>FAMILY SIZE</u></b> | <b><u>INCOME NOT TO EXCEED</u></b> |                          |
|---------------------------|------------------------------------|--------------------------|
| 1                         | 30%                                | 13,700                   |
|                           | 50%                                | 22,800 (Very Low-Income) |
|                           | 60%                                | 27,360                   |
|                           | 80%                                | 36,500 (Low-Income)      |
| 2                         | 30%                                | 15,650                   |
|                           | 50%                                | 26,050 (Very Low-Income) |
|                           | 60%                                | 31,260                   |
|                           | 80%                                | 41,700 (Low-Income)      |
| 3                         | 30%                                | 17,600                   |
|                           | 50%                                | 29,300 (Very Low-Income) |
|                           | 60%                                | 35,160                   |
|                           | 80%                                | 46,900 (Low-Income)      |
| 4                         | 30%                                | 19,550                   |
|                           | 50%                                | 32,550 (Very Low-Income) |
|                           | 60%                                | 39,060                   |
|                           | 80%                                | 52,100 (Low-Income)      |
| 5                         | 30%                                | 21,150                   |
|                           | 50%                                | 35,200 (Very Low-Income) |
|                           | 60%                                | 42,240                   |
|                           | 80%                                | 56,300 (Low-Income)      |
| 6                         | 30%                                | 22,700                   |
|                           | 50%                                | 37,800 (Very Low-Income) |
|                           | 60%                                | 45,360                   |
|                           | 80%                                | 60,450 (Low-Income)      |
| 7                         | 30%                                | 24,250                   |
|                           | 50%                                | 40,400 (Very Low-Income) |
|                           | 60%                                | 48,480                   |
|                           | 80%                                | 64,650 (Low-Income)      |
| 8                         | 30%                                | 25,850                   |
|                           | 50%                                | 43,000 (Very Low-Income) |
|                           | 60%                                | 51,600                   |
|                           | 80%                                | 68,800 (Low-Income)      |

**EXHIBIT "F"**  
**CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME**

The program under which you are receiving assistance utilizes City of Las Vegas Park Recreation and Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

| <b>HOUSEHOLD SIZE</b><br>Please check the box next to the total number of people that live in the household. | <b>HOUSEHOLD INCOME<sup>1</sup></b><br>Please check the box next to the total income of your household.<br>Count all income of all household members. |                                             |                                             |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> 1 person                                                                            | <input type="checkbox"/> less than \$13,700                                                                                                           | <input type="checkbox"/> less than \$22,800 | <input type="checkbox"/> less than \$27,360 |
| <input type="checkbox"/> 2 people                                                                            | <input type="checkbox"/> less than \$15,650                                                                                                           | <input type="checkbox"/> less than \$26,050 | <input type="checkbox"/> less than \$31,260 |
| <input type="checkbox"/> 3 people                                                                            | <input type="checkbox"/> less than \$17,600                                                                                                           | <input type="checkbox"/> less than \$29,300 | <input type="checkbox"/> less than \$35,160 |
| <input type="checkbox"/> 4 people                                                                            | <input type="checkbox"/> less than \$19,550                                                                                                           | <input type="checkbox"/> less than \$32,550 | <input type="checkbox"/> less than \$39,060 |
| <input type="checkbox"/> 5 people                                                                            | <input type="checkbox"/> less than \$21,150                                                                                                           | <input type="checkbox"/> less than \$35,200 | <input type="checkbox"/> less than \$42,240 |
| <input type="checkbox"/> 6 people                                                                            | <input type="checkbox"/> less than \$22,700                                                                                                           | <input type="checkbox"/> less than \$37,800 | <input type="checkbox"/> less than \$45,360 |
| <input type="checkbox"/> 7 people                                                                            | <input type="checkbox"/> less than \$24,250                                                                                                           | <input type="checkbox"/> less than \$40,400 | <input type="checkbox"/> less than \$48,480 |
| <input type="checkbox"/> 8 people                                                                            | <input type="checkbox"/> less than \$28,500                                                                                                           | <input type="checkbox"/> less than \$43,000 | <input type="checkbox"/> less than \$51,600 |

<sup>1</sup> Based on HUD median incomes as of June, 2011.

*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<br>: Y/N | Monthly Income Per Person |
|------------|-----------|--------|-----|----------------------------|---------------------------|
|            |           |        |     |                            |                           |
|            |           |        |     |                            |                           |
|            |           |        |     |                            |                           |
|            |           |        |     |                            |                           |
|            |           |        |     |                            |                           |
|            |           |        |     |                            |                           |

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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                |

**EXHIBIT "F"****Page 2****INCOME INFORMATION***Items needed (copies):*

- \* *Photo ID, for head of household.*
- \* *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 |

**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** \_\_\_\_\_