



**EMERGENCY SOLUTIONS GRANT
PROGRAM MANUAL**

(May 2012)

HOUSING AND NEIGHBORHOOD DEVELOPMENT DIVISION

(775) 334-2218

SECTION ONE GENERAL PROGRAM REQUIREMENTS

1. INTRODUCTION

- 1.1 The City of Reno Housing and Neighborhood Development Division (herein after referred to as “the City”) administers the federally-funded Emergency Solutions Grant (ESG) Program to increase the number and quality of facilities and services for individuals and families experiencing homeless. The City targets funding for the operation of City owned emergency shelter facilities and for rapid re-housing programs which help reduce the length of time households experience homelessness.

The ESG Program, previously referred to as the Emergency Shelter Grant program, is authorized by subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S. Code, Sections 11371 – 11378 in particular). These policies and procedures reflect both the federal regulations of Title 24 Code of Federal Regulations Part 576 as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) that govern ESG, and the procedures used by the City in administration of this grant as directed by HUD.

In addition, standards for financial management and internal controls reflect federal regulations at 24 CFR Sections 84 and 85 and OMB Circulars A-110, A-122 and A-133. The City is also responsible for compliance with the environmental regulations at 24 CFR Part 58. These federal laws and regulations are included by reference in these policies and procedures.

- 1.2 The City operates the ESG program through contracts with non-profit organizations. This manual is designed to provide information about local ESG objectives as well as information about some of the Federal regulations that guide this program. Federal regulations are incorporated by reference in this manual. The Federal regulations take precedence over any material presented in this manual.

2. ELIGIBLE ACTIVITIES

There are five major categories of eligible spending for Emergency Solutions Grant funds, however the local Annual Action Plan prescribes the funding for three primary activities; emergency shelter operations, rapid re-housing assistance and Homeless Management Information System (HMIS) activities.

General guidelines for activities of the ESG program are listed at 24 CFR 576.21 and other costs may be eligible under the program provided that they fit the statutory requirement of benefiting homeless persons and assisting their movement toward independent living.

2.1 ADMINISTRATION

The ESG Regulations provide that up to 7.5% of the City's allocation may be used for administering the grant. Limited administrative funds for program implementation may be available if allocation amounts permit. The City reserves the right to use 100% of the available administrative funds for City staff and/or program operations.

- (a) All administrative costs charged to the grant must be in accordance with 42 U.S.C. 11378.
- (b) Eligible administrative costs include staff to administer the program, preparation of progress reports, audits, and monitoring of recipients.
- (c) Ineligible administrative costs include:
 - 1. Preparation of Consolidated Plan and other application submissions
 - 2. Conferences or training in professional fields such as accounting and financial management
 - 3. Salary of organization's executive director (except to the extent involved in carrying out eligible administrative functions)

2.2 SHELTER OPERATIONS AND MAINTENANCE

(a) ESG funds cover a broad array of emergency shelter operating costs. These costs include maintenance and repairs, insurance, fuel, utilities, food and furnishings tied directly to the ESG funded facility. Project administrators that use other buildings to carry out additional services are responsible to find other funds to operate and maintain those facilities.

(b) Office Space:
If a project does not have a shelter office within the shelter facility, office utilities may be paid by ESG for a separate office space used exclusively for shelter operations. If this office is used for other programs in addition to ESG, the office costs must be shared and only a reasonable pro-rated portion can be funded by ESG.

(c) Ineligible Costs:
ESG will fund "operations" costs for shelter facilities alone. Ineligible operating or maintenance costs include:

- 1. Staff wages/salaries/benefits
- 2. Recruitment or on-going training of staff;
- 3. Depreciation;
- 4. Costs associated with the organization rather than the project (advertisements, pamphlets about the organization, surveys, etc.);
- 5. Staff training, entertainment, conferences or retreats;
- 6. Public relations or fund raising;

7. Bad debts or late fees; and
8. Mortgage payments on a building.

(d) Funding cap:

Funds used for emergency shelter activities will be limited to the greater of 60 percent of the City's total fiscal year grant for ESG or the hold harmless amount (the amount of FY 2010 grant funds committed for emergency shelter activities), for the City of Reno the maximum available for shelter grants is \$89,000.

(e) Individuals and families meeting the definition of homeless below are eligible for shelter.

(f) Funded facilities must maintain a waiting list and publish guidelines on how to access the shelter facility (admission times, etc.). Persons placed on a waiting list shall be provided information about other community resources and clear direction on how to proceed on the waiting list.

(g) ESG funded shelters must ensure all clients are meeting with a case manager at a minimum of once monthly.

(h) Maximum length of stay in emergency shelter shall be one month with the option to have extensions provided participant is working with a shelter case manager and making progress on their goals. Extensions on limits will be outlined in individual shelter contracts.

2.3 RAPID RE-HOUSING

(a) Rapid Re-housing means activities or programs designed to reduce the length of stay in shelter and to quickly re-enter permanent housing and achieve long-term housing stability.

(b) Eligible activities:

1. Housing relocation and stabilization services:

ESG funds may be used for services that assist program participants with housing stability and placement. These services shall be limited to the following activities:

(a) Case Management:

Case Management funds may be used for activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them maintain housing stability. Component services may include: counseling, developing, securing and coordinating services; monitoring

and evaluating participant progress; ensuring that participants' rights are protected, and developing an individualized housing and service plan for each participant, including a "path to permanent housing stability" following the financial assistance. Each program participant receiving re-housing assistance must meet with a program case manager at a minimum of once monthly (quarterly eligibility evaluation).

(b) Outreach and Engagement:

ESG funds may be used for services or assistance to publicize the availability of programs to make eligible participants aware of these and other available services and programs.

(c) Housing Search and Placement:

ESG housing search and placement funds may be used for services or activities designed to assist participants in locating, obtaining and retaining suitable housing. Component services may include: tenant counseling; assisting participants to understand leases; securing utilities; making moving arrangements; and mediation and outreach to property owners related to locating or renting housing.

2. Financial Assistance

Medium term rental assistance:

- a. Rental assistance payments must be tenant based and can last up to twelve (12) months. If funds are available, assistance may be renewed for up to two six (6) month terms.
- b. All adults living in the unit must have a written lease with the housing owner for a minimum of 6 months. In addition to a lease, a rental assistance agreement must be executed between the grant sub-recipient, the program participant and the housing owner. An example of an agreement is included in Attachment A.
- c. Rental assistance payments must be made directly to the landlord.
- d. Tenants must contribute 30% of their adjusted gross income or a minimum of \$50 towards their gross rent (including utilities). Sub-recipient shall pay the difference.
- e. Rental assistance can not be provided for mobile homes, RVs, space rent, or motels.
- f. "Rent Reasonableness" standards apply. "Rent reasonableness" means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents charged by the owner during the same time period for comparable non-luxury unassisted units. In addition, rents paid must not exceed the local Fair Market Rent established by HUD. Units must be evaluated for long-term feasibility of the client based upon reasonably expected household income. A form for conducting rent reasonableness can be found in Attachment B.

- g. Agencies should assist program participants to locate a rental unit at or below market rent. When a rental unit has been located, agencies need to assist the client in contacting the landlord to complete the appropriate paperwork and conduct a habitability standards inspection.
- h. Assistance can not be provided in addition to other Federal subsidies for rent in which the tenant pays approximately 30% of their income or a minimum payment, e.g. Section 8 Housing Choice Voucher or Shelter Plus Care programs.
- i. If during participation in the rental assistance program the participant becomes eligible for another subsidized rental program (Section 8, Public Housing, Subsidized Housing Complex), the participant will be required to accept the rental assistance, therefore terminating the medium term rental assistance. Sub-recipients will be responsible to coordinate between client, landlord and housing authority (if applicable), to ensure proper timing as client transitions to permanent housing.
- j. Utilities: Sub-recipients shall determine the appropriate utility allowance, using the current Reno Housing Authority utility allowance schedule, for the approved unit. Tenant payments (30% of gross income or flat rent) shall first go to utilities and then to rent. If the utility allowance exceeds the tenant portion of rent, sub-recipient shall pay the balance directly to the utility company. Sub-recipients are encouraged to assist participants in understanding the benefit of selecting an eligible unit with utilities included in the rent if such a unit is available.
- k. Security/Utility Deposits: Security and utility deposits may be paid one-time. Security deposits must not exceed the monthly rental amount and utility deposits must be reasonable. Information documenting the need for a security deposit should be obtained at the same time the required rental paperwork is being completed by the client and landlord. Agencies may determine whether to collect the security deposit when the participant moves. If the security deposit is recovered by the agency, it must be treated as Program Income and returned to the City, even if the program is no longer in operation.
- l. Participants shall be evaluated at a minimum of quarterly for continued program eligibility and at least monthly to evaluate progress toward goals.

3. Data Collection

ESG funds may be used to pay for the costs of collecting and entering data into the Homeless Management Information System (HMIS) in compliance with HMIS standards and for tracking performance standards.

(c) Client Qualification:

1. Income:

- (a) Household income must be at or below 30% of the Area Median Income as established by HUD.
- (b) Household income should be determined in conformance with 24 CFR Part 5. An interactive income calculator is available at <http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/calculator.cfm> Agencies will complete income verification forms and submit appropriate income sources for third party verification. Completed income verifications should be placed in the client file.

- 2. Participant(s) must be experiencing homelessness as defined by the HEARTH Act and must currently be residing in an emergency shelter at the Community Assistance Center in Reno.
- 3. Program applicants must be participating in shelter case management at the time of application.
- 4. There must be a reasonable expectation that the participant will transition into permanent housing within 12 months.
- 5. Preference shall be given to participants who demonstrate effort to achieve other affordable housing options. Demonstration may include verification of having name on a subsidized housing program waiting list, proof of completed applications for housing programs, etc.
- 6. Program participants shall have completed the City of Reno housing workshop prior to receiving program assistance.

(d) Consultation:

Any individual or family provided with financial assistance must have at least an initial consultation and assessment with a program case manager or other authorized representative who can determine eligibility for the program and likelihood to be stabilized upon planned termination of assistance. Implementing agencies must have a process in place to refer persons determined ineligible for assistance to the appropriate resources or service provider that may assist them.

(e) Sustainability:

Households must be able to demonstrate a reasonable prospect that they will be able to sustain themselves after the period of assistance ends. A reasonable prospect can be established by providing;

- 1. Documentation of recent employment, participation in a job training program, etc.;
- 2. Documentation that the participant has applied for other subsidized housing programs;
- 3. Documentation that the client has other sources of income that can support market rate apartments; or
- 4. Any other documentation that can demonstrate the client will have a reasonable expectation to support themselves after the assistance ends.

(f) Lead-free Units: Preference of the City is to place clients in units free of lead-based paint. When a provider assists a client with rent or a security or utility

deposit, if the selected unit was built prior to 1978—whether it is a client choice or an agency referral—the unit must be inspected for lead-based paint hazards by a certified inspector.

(g) Ineligible Activities:

1. Direct payments to individuals;
2. Long-term assistance beyond 24 months;
3. Mortgage payments for participants; and
4. Payments for non-housing expenses.

2.4 HMIS:

All ESG funds for HMIS specifically shall be spent on direct HMIS operating costs, such as licenses, equipment, custom reports, etc. The City does not currently provide these funds to sub-recipients but instead, funds the HMIS lead agency/vendor directly.

3. CLIENT ELIGIBILITY

3.1 Documentation of Homelessness:

Every client served through an ESG funded program must qualify for assistance per the HUD definition. Sub-recipients are responsible to determine this eligibility status, for both homeless clients and those at risk of homelessness. Each household served in programs targeting those experiencing homelessness must execute a homeless certification form.

Rapid re-housing programs: Third party documentation of homelessness is required prior to receiving re-housing program assistance.

City required documents for homeless determination are included in Attachment C. A copy of the documents must be kept in the client file and made available to the City or HUD for monitoring or risk analysis purposes.

3.2 Definition of Homelessness:

Individuals and families must meet the HUD definition of homelessness in order to qualify for either ESG funded shelter or re-housing programs.

HUD definition of homeless:

(a) Literally Homeless: An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living

arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(b) **Imminent Risk of Homelessness:** An individual or family who will imminently lose their primary nighttime residence, provided that:

1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; and
2. No subsequent residence has been identified; and
3. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

(c) **Homeless Under Other Federal Definitions:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

1. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); and
2. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; and
3. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
4. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

- (d) Fleeing or Attempting to Flee Domestic Violence: Any individual or family who:
1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
 2. Has no other residence; and
 3. Lacks the resources or support networks, e.g., family, friends, faith based or other social networks, to obtain other permanent housing.

4. TERMINATION OF PARTICIPATION AND GRIEVANCE PROCEDURE

- 4.1 Sub-recipients may terminate assistance provided by ESG-funded activities to participants who violate program requirements. The termination, however, must allow for the due process of the terminated participant's rights.
- 4.2 Sub-recipients must have policies and procedures that govern the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure that might allow participants to request a hearing regarding the termination of their assistance.
- 4.3 Sub-recipients must effectively communicate the termination and grievance procedures to participants and ensure that the procedures are fully understood. Sub-recipients might verbally explain the procedures to participants upon entry, intake or orientation to the ESG-funded program, and also post the procedures on a bulletin board in a common area within the facility so the procedures are always available to participants.
- 4.4 To terminate rental assistance or housing relocation and stabilization services to a program participant, the minimum required formal process must consist of:
 - A written notice to the program participant containing a clear statement of the reasons for termination;
 - A review of the decision, including an opportunity for the participant to present written and/or oral objection before a person other than the person (or subordinate of that person) who made or approved the termination decision; and
 - A prompt written notice of the final decision to the program participant, giving a minimum 30-day notice if termination of rental assistance is upheld.

Assistance to a family or individual whose assistance has been terminated may be resumed.

- 4.5 Sub-recipients shall include the provision of submitting an appeal to the City if participants feel the grievance has not been justly resolved.
- 4.6 In cases where re-housing participants are terminated from the program without having permanent housing secured, Sub-recipients must provide the participant a list of community resources and a Reno/Sparks Affordable Housing Guide (Attachment D).

5. PARTICIPATION OF HOMELESS PERSONS IN POLICY-MAKING AND OPERATIONS

- 5.1 Primary participation of homeless persons in policy-making will be through involvement in the Transitional Governing Board for the Community Assistance Center.

However, sub-recipients receiving ESG funds for shelter operations must include such individuals in program policy-making and operations. This involvement includes the participants' employment or volunteering in project activities, general operation of the facility or shelter, or provision of services. Participation however can not be a requirement of participant receiving ESG funded services.

6. ENSURING CONFIDENTIALITY

- 6.1 To ensure the safety and security of ESG program participants fleeing domestic violence situations, Sub-recipients are required to develop and implement procedures to guarantee the confidentiality of records concerning project participants. Sub-recipients should keep written participant records or files under lock and key with only particular personnel granted access to those files.
- 6.2 Sub-recipients are required to maintain signed release of information forms in participant files whenever personal information is relayed outside of the agency.
- 6.3 Personal participant information should be shared internally only on a "need to know" basis.
- 6.4 All participants must be provided information on the sharing of data in the HMIS and shall sign an agreement to have their information input into HMIS. HMIS participation can not be a requirement of receiving assistance however.

7. BUILDING, HABITABILITY, AND SAFETY STANDARDS

- 7.1 Accessibility:
The housing must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201,

must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

- 7.2 Shelter and housing facilities funded through the ESG program must be safe, sanitary and well maintained. The following are basic habitability standards:
- (a) The shelter building should be structurally sound to protect residents from the elements and not pose any threat to their health and safety.
 - (b) Each resident should have adequate space and security for themselves and their belongings. Each resident must have an acceptable place to sleep.
 - (c) Each room or space within the shelter/facility must have a natural or mechanical means of ventilation. The interior air should be free of pollution at a level that might threaten or harm the health of the residents.
 - (d) The shelter's water supply should be free of contamination.
 - (e) Each resident should have access to sanitary facilities that are in proper operating condition. These facilities should be able to be used in privacy, and be adequate for personal cleanliness and the disposal of human waste.
 - (f) The shelter/facility must have any necessary heating/cooling facilities in proper operating condition.
 - (g) The shelter/facility should have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There should be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
 - (h) Food preparation areas, if any, should contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
 - (i) There should be at least one working smoke detector in each occupied unit of the shelter facility. In addition, smoke detectors should be located near sleeping areas where possible. The fire alarm system should be designed for a hearing impaired resident.
 - (j) All public areas of the shelter must have at least one working smoke detector.
 - (k) The shelter/facility must maintain proper sanitation and maintain yearly health permits/inspections by the Washoe County Health District.
 - (l) The shelter/facility must maintain evacuation logs and conduct evacuation drills at a minimum of quarterly unless specified elsewhere.

- 7.3 ESG funded shelter facilities must maintain a cough log prescribed by the Washoe County District Health office and screen all participants for Tuberculosis (TB). Policies must be in place for ensuring those who may have TB are referred to appropriate resources and are not discharged to the street.
- 7.4 Housing occupied by re-housing program clients must be free from lead-based paint hazards.
- 7.5 Housing units occupied by re-housing program clients must pass an initial HQS inspection, as well as an annual inspection every year after.

8. RECORDKEEPING

- 8.1 Grantees are responsible for maintaining records necessary to document their Compliance with the requirements of the ESG program. These records include, but are not limited to, the following records:
 - (a) Policies and Procedures for the operation of the ESG-funded program which have been adopted by the Sub-recipient and which are available to all beneficiaries;
 - (b) Adequate documentation to demonstrate that the beneficiary selection process was accomplished as stated in the adopted Policies and Procedures;
 - (c) Documentation demonstrating the assisted facility meets habitability standards or housing quality standards, as applicable; confidentiality procedures; and due process for terminations.
 - (d) Demonstrating the Sub-recipient's performance in conducting on-going client needs assessments and providing supportive services activities;
 - (e) Documenting beneficiary eligibility for homeless status upon entry to an ESG-funded project;
 - (f) Documenting beneficiary income eligibility prior to receiving re-housing assistance;
 - (g) Demonstrating the Sub-recipient is following financial management procedures including internal controls, budget controls, cash management and accounting controls.
 - (h) Demonstrating compliance with other federal regulations, as applicable: nondiscrimination and equal opportunity; environmental review; lead-based paint; property management standards; relocation and displacement; conflict of interest; and limits on funding to primarily religious organizations.

9. MONITORING

- 9.1 The City is responsible for monitoring the performance of all Sub-recipients receiving ESG funds to assure compliance, and for taking appropriate action when performance problems arise.
- 9.2 In some instances, State of Nevada ESG funds may be contributed to a program and therefore, Nevada Housing Division employees may monitor program compliance.
- 9.3 Annual monitoring of the health, safety and physical condition of the property/program may be completed annually for emergency shelter programs.
- 9.4 Bookkeeping, client files and program records shall be open and available for inspection at any time by City staff.

10. AUDITS

- 10.1 An annual audit covering the fiscal year(s) of the program receiving ESG assistance must be submitted within six (6) months of the end of the fiscal year. The annual audit shall specifically cover the implementation of funds used for the ESG funded program separate from other programs operated by the Sub-recipient.
- 10.2 If the Sub-recipient receives more than \$500,000 in federal funds during its fiscal year, it must comply with 24 CFR Part 45, Part 84.26, and OMB Circular A-133 audit requirements.

11. GRANTEE REPORTING REQUIREMENTS

- 11.1 Sub-recipients will be required to complete periodic reporting forms as required by the City and HUD. These reports include, but are not limited to, the following:
 - (a) Monthly, by the 15th of the following month, requests for reimbursement;
 - (b) Quarterly client services report;
 - (c) Quarterly outcome progress report;
 - (d) Annual project report (due within 60 days of project completion);
 - (e) Quarterly fundraising report (emergency shelters); and
 - (f) Other reports as required by the City or HUD.

Program records must be retained for five (5) years from the termination of the funding agreement and/or termination of client services.

12. NON-COMPLIANCE/SANCTIONS

12.1 If HUD or the City determines that a sub-recipient is not complying with the requirements of the ESG regulations or other applicable Federal laws, then HUD or the City may apply one or more of a variety of sanctions on the Sub-recipient. These include requiring that previously committed ESG funds are returned to HUD or the City or choosing not to provide future grant funding to the Sub-recipient. Specifically, sanctions that may be applied (in addition to any remedies that may otherwise be available) include:

- (a) Issuance of a warning letter indicating that further failure to comply with such requirements will result in a more serious sanction;
- (b) Conditioning of a future allocation;
- (c) Directing the Sub-recipient to stop incurring costs under the grant;
- (d) Requiring that some or all of the grant amounts already disbursed to the Sub-recipient be remitted to HUD or the City;
- (e) Reducing the level of funds the Sub-recipient would otherwise be entitled to receive;
- (f) Electing not to provide future funds to the Sub-recipient until appropriate actions are taken to ensure compliance.

13. COMMUNITY INVOLVEMENT/OUTREACH

13.1 Continuum of Care

- (a) All ESG Sub-recipients are required to participate in the Continuum of Care.
- (b) At a minimum, Sub-recipients are required to participate in at least nine Reno Area Alliance for the Homeless (RAAH) meetings per year.
- (c) Sub-recipients must comply with requests for information for the annual Point-in-Time Count and Housing Inventory Count in a timely fashion.

13.2 Central Intake

All Sub-recipients must participate in a central intake or coordinated assessment process if the local continuum of care adopts such a process. In addition, the City may require other processes related to central intake if the local continuum fails to adopt such a process. Central intake may include:

- (a) A central location or locations within a geographic area where individuals and families must present for homeless services;
- (b) A 2-1-1 or other telephone system that screens and directly connects callers to appropriate homeless housing/service providers in the area;
- (c) A “no wrong door” approach in which a homeless family or individual can present at any homeless service provider in the geographic area but is assessed using the same tool and methodology so that referrals are consistently completed across the Continuum of Care; or
- (d) A specialized team of case workers that provides assessment services to providers within the Continuum of Care;

13.3 Neighborhood Meetings

Sub-recipients receiving funds for the operation of emergency shelter within Reno city limits shall conduct neighborhood meetings quarterly unless otherwise noted. Neighboring businesses, tenants and homeowners shall be contacted in advance of the meeting. The meeting shall be designed to share positive information about the shelter and to problem solve issues the surrounding neighborhood may be having that relate to shelter operations and/or clients.

13.4 Outreach

- (a) Sub-recipients shall participate in community homeless service fairs if invited.
- (b) Sub-recipients receiving funds for emergency shelter shall conduct homeless outreach to individuals sleeping on the sidewalk, street, vehicles, etc. in a one block radius of the shelter facility.
- (c) Sub-recipients receiving funds for re-housing assistance shall ensure they are reaching out to all potentially eligible homeless persons through flyers, making applications widely available, and working with other homeless service providers to educate them on the program criteria and referral process.
- (d) Sub-recipients shall update their information in the 2-1-1 system at least annually.
- (e) Sub-recipients shall publish in writing the admission hours for the program, documentation that is needed prior to admission appointment, etc. This information shall be posted in a highly visible location and shall be distributed to local list serves such as the Reno Area Alliance for the Homeless.

14. HMIS PARTICIPATION

- 14.1 All Sub-recipients shall input client demographic data, service usage, and any additional data as required by HUD into the Nevada HMIS.
- 14.2 Data entry shall be input no later than seven (7) days after the service was provided.
- 14.3 100% of beds in emergency shelter and re-housing programs must be covered by HMIS.
- 14.4 Data quality for all funded programs must remain above 90%.
- 14.5 Sub-recipients must comply with the HMIS code of ethics and must also ensure all staff required to use HMIS are properly trained and entering data correctly.
- 14.6 Program level data must be “shared” with all participating HMIS providers and Sub-recipients must make this clear through their HMIS release form that information is shared.
- 14.7 Sub-recipients must retain a signed HMIS release form for every client. If a client chooses not to have their information put into HMIS, the client must sign an opt-out form or use a similar process. Sub-recipients must enter the information as an anonymous client. Contact Bitfocus Inc. for further information on the opt-out process.

15. SPECIAL POPULATIONS

- 15.1 Sub-recipients shall ensure all public program materials and applications are available in both English and Spanish. Sub-recipients shall ensure staff (in-house, free resource or contracted) are available to assist with translations when needed.
- 15.2 ESG funded emergency shelters shall ensure they have policies and mechanisms in place for sheltering individuals with disabilities, including individuals with significant mobility impairments.
- 15.3 ESG funded emergency shelters shall ensure they have policies in place to address service animals and that the policies meet the minimum Federal regulations.
- 15.4 ESG funded emergency shelter must have policies in place for serving people with communicable diseases, illness, using oxygen, etc.
- 15.5 Sub-recipients must comply with all other Federal regulations regarding fair housing and equal opportunities.

15.6 Sub-recipients shall refer individuals needing safe accommodations for domestic violence to appropriate service providers.

SECTION TWO FINANCIAL MANAGEMENT REQUIREMENTS

1. WRITTEN AGREEMENTS

- 1.1 A written agreement must be executed between the City and the Sub-recipient before any funds can be disbursed or expended.

Funds committed or expended before the written agreement is signed will not be reimbursed.

2. REQUIRED MATCH FUNDING

- 2.1 Sub-recipients are not required to provide a cash match for ESG funding however the City is required to match the ESG funding provided by HUD with an equal amount of funds from other sources. The regulations at 42 U.S.C. 11375(a) contain the requirements for the ESG funding match. In general, matching funds provided by a Grantee may include:

- (a) Cash;
- (b) Salary paid to staff through other funding sources to carry out a project;
- (c) The value of time and services contributed by volunteers to carry out the program of the sub-recipient at a rate of \$5 per hour. [NOTE: Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary median wage rate in the community; and
- (d) The value of any donated material or building, or of any lease, calculated using a reasonable method to establish a fair market value.

3. ESTABLISHING PROCEDURES FOR FINANCIAL MANAGEMENT

- 3.1. The requirements of OMB Circular No. A-87 (Cost Principles for State and Local Governments) and the requirements of 24 CFR Part 85 applies to any governmental entity receiving ESG funds.
- 3.2 The requirements of OMB Circular No. A-122 (Cost Principles for Non-profit Organizations) and the requirements of 24 CFR Part 84 applies to private, non-profit organizations receiving ESG funds.
- 3.3 Copies of OMB Circulars A-87 and A-122, and 24 CFR Parts 84 and 85 can be obtained from www.hudclips.org.

- 3.4 Sub-recipients must implement and maintain policies, procedures, defined responsibilities, personnel and records that allow an organization to maintain adequate oversight and control of its finances
- 3.5 Sub-recipients must maintain accounting records and source documentation that adequately identify the source and application of ESG funds. Examples include:
 - (a) Expenditures are supported by invoices, contracts, purchase orders, etc.
 - (b) Wages are supported by time sheets which distribute the wage costs across programs.
 - (c) Costs being charged are eligible expenditures under the ESG grant.
 - (d) Sub-recipient has a system in place for maintaining its financial records relative to the ESG grant for a period of five (5) years from its last expenditure report to the City, or until any litigation, claim, audit or other action involving the records has been resolved, whichever comes later.

4. PROCUREMENT/PROPERTY PROCEDURES

4.1 City of Reno Internal Procurement Standards:

- (a) The following approval requirements shall apply to purchases of all kind.
 - 1. 0 - \$1,499 - Purchases in this cost range may be made with a single price quote.
 - 2. \$1,500 - \$9,999 - In all instances where market conditions allow, a minimum of two (2) verbal price quotes must first be obtained for purchases in this cost range.
 - 3. \$10,000 - \$24,999 - In all instances where market conditions allow, a minimum of two (2) written price quotes must first be obtained for purchases in this cost range. These quotations must be forwarded to and shall be retained by the City for seven (7) years as permanent records.
 - 4. \$25,000 and over - Purchases in this cost range require use of the competitive bid process which may, in some instances, be satisfied by joinder bids or mutual use contracts. The Finance Department PPM shall work in coordination with the user department to identify instances where joinder bids or mutual use contracts may suffice and, in instances where a competitive bid process is required, in formulating specifications, bid documents, and staff reports.
- (b) See City of Reno Management Policies and Procedures #403 for more information.
- (c) ESG procurement standards for cities are at 24 CFR Part 85.36

4.2 Sub-recipient Procurement Standards:

- (a) All Sub-recipients must have policies on file related to procurement.
- (b) Sub-recipients must maintain a system to handle disputes, protests, and other matters arising out of its contracts; maintain a code of conduct to prevent conflicts of interest (personal, financial, and organizational); and use solicitations which are clear and accurately describe the materials, products, or services being procured.
- (c) Sub-recipients must use some form of cost or price analysis in connection with each of its procurements. They must be able to justify procurements awarded on a non-competitive basis and justify the awarding of procurements by bid on the basis of other than the lowest bid.
- (d) Sub-recipients must initiate positive efforts to use small, women- and/or minority-owned businesses to the maximum extent possible; include all applicable contract provisions in contracts; and not use the cost-plus-percentage of cost contracts.
- (e) For non-profit organizations, ESG procurement standards are at 24 CFR Sections 84.40 - 84.48. 24 CFR 85.36 and 24 CFR Section 84.44 require formal procurement procedures for all purchases of \$100,000 or greater.

4.3 Property/Equipment purchased with ESG funds:

- (a) Sub-recipients are required to have policies in place for monitoring and maintaining equipment purchased in whole or part with ESG funds.
- (b) Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with the grant funds will, as a minimum, meet the following requirements:
 - 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, the acquisition date, and cost of the property
 - 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.
 - 4. Adequate maintenance procedures must be developed to keep the property in good condition.
- (c) In addition, City staff may ask for property records and/or may conduct their own inventory of the property at any time.

5. AUTHORIZED SIGNATURES FORM

- 5.1 **SIGNATURE AUTHORIZATION FORM** - The Signature Authorization Form designates who is permitted to sign the Grantee's "Request for Payment". It requires at least two authorized signatures. These forms must be completed carefully with no erasures or corrections. Blank forms will be provided the Sub-recipient contract.

6. REQUESTS FOR PAYMENT

- 6.1 **Request for Payment Form:** ESG funds are requested by using the "Request for Payment Form". This form must be completely and accurately filled in or it cannot be processed. If you have questions, please contact the City ESG Program Manager.
- 6.2 The Request for Payment must be signed by a person authorized to do so and accompanied by adequate documentation of the expenditures for it to be processed. Submit the original to the City and retain a copy for your files.
- 6.3 For draws to reimburse operating costs or re-housing activities, invoices or other acceptable methods of documenting the cost must be submitted. This documentation must support the charges without question.

SECTION THREE OTHER FEDERAL REQUIREMENTS

1. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- 1.1 ESG Sub-recipients must make facilities and services available to all on a non-discriminatory basis. Publicity regarding the availability of shelter facilities and services should be designed to reach persons with handicaps or persons of any race, color, religion, sex, gender identity, age, sexual orientation, familial status or national origin within the Sub-recipient's service area who may qualify for them. The Sub-recipient will need to establish additional procedures to disseminate information to anyone who is interested regarding the existence and location of handicap accessible services or facilities.
- 1.2 ESG funded shelter operators must provide written policies that include addressing the needs of persons with disabilities. The ADA website includes a tool, available at <http://www.ada.gov/pcatoolkit/chap7shelterprog.htm>, for addressing the needs of people with disabilities.
- 1.3 Equal Employment Opportunity:
Sub-recipients must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. LEAD-BASED PAINT REQUIREMENTS

- 2.1 Lead-Based paint regulations apply to properties constructed prior to January 1, 1978. The purpose of these requirements is to ensure that housing assisted with federal funds does not pose lead-based paint hazards to young children. As such, ESG grantees are subject to the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act and the Act's implementing regulations at 24 CFR Part 35. Since the City's ESG program deals primarily with the operation of short-term emergency shelters and the delivery of re-housing assistance to formerly homeless persons, ESG is governed by Subpart K of the Lead-Based Paint Hazard regulations.
- 2.2 Most emergency shelters are exempt from the lead-based paint regulations. Emergency housing using efficiencies, studio apartments, dormitories, single room occupancy units, barracks, group homes or room rentals in residential dwellings are all excluded from lead-based paint requirements.
- 2.3 ESG funded rapid-re housing programs:

- (a) Sub-recipients must ensure program participants entering into leases for housing built prior to 1978 receive information regarding lead based paint and work with landlords to ensure they are following program requirements regarding lead based paint.
- (b) A visual inspection of all painted surfaces on units built prior to 1978 shall be conducted on each unit under agreement for re-housing assistance.
- (c) If deteriorated paint is found in units built prior to 1978 the owner of the property must stabilize deteriorated paint surfaces before commencement of assisted occupancy.

2.4 Lead Based Paint Regulations are exempt for the following situations:

- (a) Housing built after January 1, 1978 (the date when lead-based paint was banned for residential use);
- (b) Housing exclusively for the elderly or persons with disabilities, unless a child under age 6 is expected to reside there;
- (c) Zero bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks;
- (d) Property that has been found to be free of lead-based paint by a certified inspector; and
- (e) Property from which all lead-based paint has been removed, and clearance has been achieved.

3. CONFLICT OF INTEREST

3.1 Applicability:

- (a) In the procurement of property and services by units of general local government and private non-profit organizations, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply.
- (b) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of 24 CFR 576.57(d) apply.
- (c) No person who is an employee, agent, consultant, officer or elected or appointed official of the City or the Sub-recipient that receives ESG funds and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a

personal or financial interest or benefit from an ESG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

3.2 Persons Covered:

An immediate family member of any local elected official or of any employee or board member of a Sub-recipient is ineligible to receive benefits through the ESG program. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual. In addition, the conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City of Reno, the local community or the non-profit agency receiving ESG funds, and who exercises or has exercised any functions or responsibilities with respect to activities assisted with ESG funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities.

6. ENVIRONMENTAL REVIEW

6.1 24 CFR Part 50 defines the criteria for environmental review. Sub-recipients with questions about this shall contact the City's ESG Program Manager.

6.2 Exempt Activities:

(a) The activities and related approvals of policy documents listed in this section are not subject to the individual compliance requirements of the Federal laws and authorities cited in §50.4, unless otherwise indicated. HUD approval or implementation of these categories of activities and policy documents does not require environmental review, because they do not alter physical conditions in a manner or to an extent that would require review under NEPA or the other laws and authorities cited at §50.4. This is only a list of activities commonly associated with City funded ESG programs:

1. Environmental and other studies, resource identification and the development of plans and strategies.
2. Information and financial advisory services.
3. Administrative and management expenses.
4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs.
5. Inspections and testing of properties for hazards or defects.
6. Purchase of insurance.
7. Purchase of tools.
8. Technical assistance and training.

9. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration.
10. Tenant-based rental assistance.
11. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.
12. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs; however, in the case of equipment, compliance with §50.4(b)(1) is required.

- (b) The City must document its determination that the activity is a categorical exclusion not subject to §58.5 authorities, and place the document into the Environmental Review Record.

7. LIMITS ON FUNDING TO PRIMARILY RELIGIOUS ORGANIZATIONS

7.1 Religious-based organizations receiving ESG funds must provide services to the homeless in a manner that is free from religious influences.

- (a) The organization will not discriminate against any employee or applicant for employment on the basis of religion, and will not limit employment or give preference in employment on the basis of religion.
- (b) The organization will not discriminate against, limit services provided to, or give preference to any person obtaining shelter, other service(s) offered by the project, or any eligible activity permissible under the ESG program on the basis of religion and will not limit such service provision or give preference to a person on the basis of religion.
- (c) The organization will not provide religious instruction, counseling, religious services, worship, engage in religious proselytizing, or exert other religious influences in the provision of shelter or other ESG activities. A program participant cannot be required to attend religious services or meetings as a condition of receiving other social services at the organization, such as shelter or a meal. A program participant may choose to take part in services or meetings offered by the organization which are separate from the ESG-funded activities.

8. CLEAN AIR ACT

- 8.1 *Clean Air Act (42 U.S.C. 7401 et seq.)* and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*), as amended
- 8.2 Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

9. LOBBYING

- 9.1 Sub-recipients must comply with 24 CFR Part 87 and 31 USC § 1352.

No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10. DRUG-FREE WORKPLACE

- 10.1 The Sub-recipient of ESG funds must adopt a drug-free workplace policy that certifies that the Sub-recipient will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the action that will be taken against employees for violation of such prohibition.
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Sub-recipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 8.1(a);
- (d) Notifying the employee in the statement required by paragraph 8.1(a), that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- (e) Notifying the City in writing, within ten (10) calendar days after receiving notice under paragraph 8.1(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph 8.1(d)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law-enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation paragraphs 8.1(a) through (f).

Please see 24 CFR Part 21 for more information.

- 10.2 The Sub-recipient must administer in good faith a policy designed to ensure that each assisted homeless facility is free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries. This requirement will apply as long as the assisted facility is used as a facility for the homeless. This provision is not to be used to deny ESG homeless assistance to any recipient acting in good faith; nor will it be used to allow shelter operators to deny assistance to individuals suspected of drug or alcohol abuse. The intent is to provide a safe environment within homeless shelters.

11. DEBARMENT AND SUSPENSION

- 11.1 Sub-recipients must have participants in lower tier ESG covered transactions (contractors) certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.
- 11.2 Sub-recipients must check the Excluded Parties List System (www.epls.gov) prior to entering into an agreement for assistance or a covered transaction.

See 2 CFR 2424 for more information on debarment and suspension.

ATTACHMENT A

Sample Rental Assistance Agreement between Participant, Landlord & Sub-Recipient

TENANT-BASED RENTAL ASSISTANCE (TBRA) RENTAL ASSISTANCE AGREEMENT

Head of Household/Tenant Name:	Tenant Name:
Address of Unit being Rented:	
Landlord Name:	Property Name:
Landlord Address:	Landlord Phone Number:
TBRA Administrator Name:	TBRA Administrator Phone Number:

A. **Terms of the Agreement.** The term shall begin on (mm/dd/yy) and shall continue until:

Assistance under the TBRA Program is not guaranteed. Assistance may be terminated if:

- the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; or
- the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or
- termination of the Rental Assistance Program Contract between and Landlord; or
- at any re-examination Tenants income is greater than the published income limit for the program; or
- Tenant is evicted from the assisted unit; or
- Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate; or
- the organization providing the TBRA assistance feels that the financial assistance is no longer needed for the household; or
- Tenant reaches the maximum number of months assistance is allowed; or
- Funding for the TBRA Program is eliminated

TBRA assistance is limited to 12 months, unless additional funding is available. If additional funding is available participants may be eligible for up to two (2) six-month extensions.

B. **Rental Assistance Payment.** The monthly rent payable to the landlord for the unit identified above is \$.

(1) Initially, and until such time both Landlord and Tenant are notified by , will make a rental assistance payment in the amount of \$ to the Landlord on behalf of

the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

- (2) Initially, and until such time Landlord and Tenant are notified by _____, Tenant's share of the rent will be \$ _____.
- (3) Neither _____, the City of Reno nor the U.S. Department of Housing and Urban Development assumes any obligation for Tenant's rent or for payment of any claim by Landlord against Tenant. The obligation is limited to making rental payments on behalf of Tenant in accordance with this Agreement.
- (4) The right for the Landlord to receive payments under this Agreement will be subject to compliance with all the provisions of this Agreement. Landlord will be paid under this Agreement on or about the _____ day of the month in which payment is due. Landlord agrees that the endorsement of the check will be conclusive evidence that Landlord received the full amount due for the month, and will be a certification that:
 - a. The rental unit is in a decent, safe and sanitary condition in compliance with Housing Quality Standards (HQS) and that the Landlord is providing the services, maintenance and utilities agreed to in the lease and this agreement; and
 - b. The rental unit is leased to and occupied by Tenant; and
 - c. Landlord has not received and will not receive any payments as rent for the rental unit other than those identified in this Agreement; and
 - d. To the best of the Landlord's knowledge, the unit is used solely as the principal place of residence of the Tenant and his/her household.

C. Security Deposit

- (1) The Tenant/ _____ (*circle one*) has deposited \$ _____ with the Landlord as a Security Deposit. The Landlord will hold this Security Deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding escrow of Security Deposits.
- (2) After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, use the Security Deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the Security Deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.
- (3) Landlord will immediately notify _____ when Tenant has moved from the assisted unit.

D. Utility Deposit

_____ will pay a utility deposit to the utility provider in the amount of \$ _____.

E. **Utilities and Appliances.** The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities, appliances and services listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE/SERVICE	INCLUDED IN RENT	TENANT PAID
Garbage Collection	<input type="checkbox"/>	<input type="checkbox"/>
Water/Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Heating Fuel (specify type)	<input type="checkbox"/>	<input type="checkbox"/>
Lights, electric	<input type="checkbox"/>	<input type="checkbox"/>
Cooking Fuel (specify type)	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>
Stove/Range	<input type="checkbox"/>	<input type="checkbox"/>

F. **Household Members.** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying _____ and obtaining the Landlord’s permission.

G. **Housing Quality Standards.** The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).

H. **Lead-Based Paint.** All housing constructed prior to 1978 is affected by Lead-Based Paint regulations.

Notification: Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead hazard reduction activities. Landlord must also provide Tenant an EPA-approved information pamphlet on identifying and controlling lead-based paint hazards ("Protect Your Family From Lead In Your Home" pamphlet).

Disclosure: Landlord must inform Tenant regarding the presence of (or non-presence) of lead-based paint by providing written notice.

I. **Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The Landlord must provide the Tenant with at least 30 days’ written notice of the termination. The Landlord must notify _____ in writing when eviction proceedings are begun. This may be done by providing _____ with a copy of the required notice to the Tenant.

J. **Prohibited Lease Provision.** Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
- (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
- (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

K. **Non-discrimination.** The Landlord shall not discriminate against the Tenant in the Provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, sexual orientation or familial status.

L. **Rights of if Landlord Breaches this Agreement**

- (1) Any of the following will constitute a breach of this Agreement:
 - a. If Landlord has violated any obligation in this Agreement; or
 - b. If Landlord has demonstrated any intention to violate this Agreement; or
 - c. If Landlord has committed any fraud or made any false statement in connection with this Agreement or has committed any fraud or made false statements in connection with other Federal housing assistance programs.

(2) _____'s rights and remedies under this Agreement include recovery of overpayments, termination or reduction of payment and termination of this agreement.

M. Administrators Relation to Third Parties

(1) _____ does not assume any responsibility for, or liability to any person injured as a result of Landlord's action or failure to act in connection with the implementation of this Agreement or as a result of any other action or failure to act by Landlord.

(2) Landlord is not the agent of _____ and this Agreement does not create any relationship between _____ and any lender of Landlord or any suppliers, employees, contractors or sub-contractors used by Landlord in connection with this Agreement.

N. Conflict of Interest

No employee of _____ or the City of Reno who formulates policy or influences decisions regarding the TBRA Program will have any direct or indirect interest during Tenant's participation in TBRA Program, in this Agreement or in any proceeds/benefits arising from this Agreement.

O. Transfer of Agreement

Landlord will not transfer this Agreement in any form.

P. Legal Capacity

Landlord has the legal right to lease the dwelling unit covered by this Agreement during the Agreement term.

The undersigned agree to the terms and conditions of this Agreement. Any changes to this Agreement will be done so in writing.

	Printed Name	Signature	Date
Tenant			
Tenant			
Landlord			
TBRA Administrator's Representative			

ATTACHMENT B
Rent Reasonableness/Fair Market Rent Determination Form

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	UNIT #1	UNIT #2	UNIT #3
ADDRESS				
NUMBER OF BEDROOMS				
SQUARE FEET				
TYPE OF UNIT/CONSTRUCTION				
HOUSING CONDITION				
LOCATION/ACCESSIBILITY				
AMENITIES UNIT: SITE: NEIGHBORHOOD:				
AGE IN YEARS				
UTILITIES (TYPE)				
UNIT RENT UTILITY ALLOWANCE GROSS RENT				
HANDICAP ACCESSIBLE?				

CERTIFICATION:

A. COMPLIANCE WITH PAYMENT STANDARD

_____ PROPOSED CONTRACT RENT+ _____ UTILITY ALLOWANCE = _____ PROPOSED GROSS RENT

APPROVED RENT DOES NOT EXCEED THE HUD ESTABLISHED FAIR MARKET RENT OF

\$ _____.

B. RENT REASONABLENESS

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

NAME:	SIGNATURE:	DATE:
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ATTACHMENT C
Documentation of Homelessness

Definition	Documentation Requirements
<p>An individual or family who lacks a fixed, regular and adequate nighttime residence, which includes a primary nighttime residence of:</p> <ul style="list-style-type: none"> ▪ Place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground); or ▪ Publicly or privately operated shelter or transitional housing, including a hotel or motel paid or by government or charitable organizations. <p>In addition, a person is considered homeless if he or she is being discharged from a n institution where he or she has been a resident for <u>90 days or less</u> and the person resided in a shelter (<u>but not transitional housing</u>) or place not meant for habitation immediately prior to entering that institution.</p>	<p>Acceptable evidence of documenting homelessness in a place not ordinarily used as a sleeping accommodation or shelter includes:</p> <ul style="list-style-type: none"> ▪ Certification from individual or head of household seeking assistance; ▪ Written documentation from an outreach worker as to where the individual or family was living before; or ▪ Written referral by another housing or service provider. <p>In addition, documentation that a person was in an institution for 90 days or less includes <u>discharge paperwork</u> or a written/oral referral from a social worker, case manager, or other appropriate official that explains the entry and exit dates. If the intake worker is unable to obtain such a statement, documentation of his/her due diligence in attempting to obtain one, along with a certification from the individual, is acceptable.</p>

SELF-DECLARATION OF HOUSING STATUS

Applicant Name: _____

Date of Birth: _____

- Household without dependent children (complete one form for each adult in the household)
 Household with dependent children (complete one form for household)
Number of persons in the household: _____

This is to certify that the above named individual or household is currently homeless or at-risk of homelessness, based on the following and other indicated information and the signed declaration by the applicant.

Check only one:

- I [and my children] am/are currently homeless and living on the street (i.e. a car, park, abandoned building, bus station, airport, or camp ground).
- I [and my children] am/are the victim(s) of domestic violence and am/are fleeing from abuse.
- I [and my children] am/are being evicted from the housing we are presently staying in and must leave this housing within the next ____ days.

I certify that the information above and any other information I have provided is true, accurate and complete.

Applicant Signature: _____ Date: _____

Re-Housing Program Referral Form

Date: _____

Participant Name: _____

Participant is currently staying at the:

Men's Shelter

Women's Shelter

Family Shelter

Cold Weather Shelter

Participant has been staying here since ____/____/20____.

I feel this person will be a good fit for re-housing assistance because:

Case Manager Name: _____

Case Manager Signature: _____

Phone Number: _____

Please include a signed release form with this referral.

ATTACHMENT D
Reno-Sparks Affordable Housing Guide