AGREEMENT FOR TRANSFER OF PROPERTY TO
GOLDEN RAINBOW FOR A HOPWA AFFORDABLE HOUSING PROJECT

THIS AGREEMENT is made and entered into this 21st day of July, 2010*,* by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101-2986 (the "City"), and Golden Rainbow, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 801 S. Rancho Suite B-1B Las Vegas, NV 89106 (the "Project Sponsor"). The City and Project Sponsor are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the CITY has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA" Program") under 24 CFR Part 574. For reference the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the HOPWA Program authorizes the entitlement and competitively awarded grants for housing assistance and support services for programs and projects that advance the goals and objectives of the HOPWA Program and qualify for HOPWA funding thereunder; and

WHEREAS, the City, as the Entitlement Grantee who is responsible for planning, administering, implementing and evaluating the HOPWA Program, desires to utilize the funds made available through the HOPWA Program to assist low-income individuals with HIV/AIDS and their families residing in Clark County, Nevada; and

WHEREAS, the City has acquired and rehabilitated certain real property and improvements thereon more fully described below (the "Property") through the use of the HOPWA Funds; and

WHEREAS, Project Sponsor has requested that the City convey ownership of the Property subject to the obligation and condition that the Property be used as permanent rental housing for low income individuals and families eligible for such housing under the HOPWA Program; and

WHEREAS, the City desires to convey the Property to Project Sponsor subject to the terms, conditions and requirements set forth below.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements that are hereinafter contained, the Parties do hereby agree as follows:

I. City Obligations

A. The City agrees to convey the Property located at the following address, to wit: [redacted] Las Vegas, Clark County, Nevada, and legally described in Exhibit "A" attached hereto and incorporated herein, to Project Sponsor subject to the condition and requirement that the Property will be used for the Period of Affordability (defined in Section IV below) as permanent affordable rental housing by lower income individuals or families who qualify as tenants for such housing under the HOPWA Program (the "Project"). For purposes of this Agreement, "permanent affordable rental housing" means housing that does not have a time limit as described in the City of Las Vegas Neighborhood Services Project Sponsor Program Manual.

Project Sponsor acknowledges that the Property was originally purchased for $117,750, and subsequently rehabilitated for $30,987, using federal funds provided under the HOPWA Program. The total amount of HOPWA funds invested in the Property is $148,737 (the "HOPWA Funds"). The Property will be conveyed to Project Sponsor free of the obligation to pay any purchase price therefor, but subject to the obligation to provide affordable housing pursuant to the requirements of this Agreement, the HOPWA Program and applicable federal rules and regulations.

B. The City agrees to open an escrow with a company acceptable to both parties for the purpose of conveying the Property to Project Sponsor. The Property will be conveyed pursuant to Project Sponsor pursuant to a Quit Claim Deed as to its interest in the Property, and without any implied or expressed warranties as to title of the Property. Project Sponsor agrees to accept the Property is an "as is" condition. The transfer of the Property shall include the issuance of a CLTA policy of title insurance, which will insure the Property in a minimum amount of the HOPWA Funds invested in the Property, the cost of which title insurance will be paid by the Project Sponsor.

C. Project Sponsor agrees to be responsible for all other Project costs and expenses, unless and until otherwise agreed in writing by the Director of the Department of Neighborhood Services of the City.

D. Any change in Project Sponsor's Project as outlined in this Agreement must be in accordance with the rules and regulations of the HOPWA Program, made by written amendment to this Agreement and approved by both Parties. Any proposed change must not jeopardize funding of the City under the HOPWA Program.

II. Project Sponsor Obligations

A. As consideration for the transfer of ownership of the Property from the City, Project Sponsor agrees for the Period of Affordability to provide permanent affordable rental housing for lower-income individuals and their families who are eligible for such housing under the HOPWA Program. The City shall have no relationship whatsoever with the services provided, except to receive the monthly reports as indicated under Section III-F. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Project Sponsor shall be an independent contractor only.

B. Project Sponsor agrees to maintain the Property for the duration of this Agreement in compliance with Housing Quality Standards established by HUD for the Section 8 Housing Program and, if applicable, the cost effective energy conservation and effectiveness standards set forth in 24 CFR Part 39, and all applicable local housing code requirements. Project Sponsor further agrees to have the Property inspected annually by a qualified housing inspector to ensure compliance with this provision with a copy of such inspection to be provided to the City.

C. If the tenant(s) of the Property is displaced as a result of any rehabilitation of the Property in performing its obligation hereunder, Project Sponsor agrees to assume sole financial responsibility for the displacement and/or relocation costs under 24 CFR 574.630.

D. Project Sponsor agrees to maintain ownership and, except for leases permitted to individuals with HIV/AIDS and their families under the HOPWA Program, the right of possession of the Property for the Period of Affordability. If the Property, or any portion thereof, is subleased without the prior written approval of the City, or through the sale, foreclosure, transfer in lieu of foreclosure, or any other proceeding or circumstances, Project Sponsor does not maintain vested ownership or the right of legal possession of the Property, or if the provisions of Section II (G) of this Agreement are not complied with, the City shall have the right of recapture of the HOPWA Funds invested in the Property as set forth in Section V of this Agreement.

E. Project Sponsor shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Project Sponsor further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City does not make any representation or commitment concerning approval of project-related permits for the Project.

F. Project Sponsor shall provide to the Department of Neighborhood Services of the City with client usage records for HOPWA assisted units on a monthly and annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served
2. Number of person in the unit
3. Racial breakdown
4. Age and gender served
5. Recent living situation and income
6. Reasons for leaving

G. Project Sponsor will not lease the Property, or any portion thereof, other than to HOPWA eligible tenants who qualify for such affordable housing under the rules and regulations of the HOPWA Program (24 CFR 574) without prior written approval from the Director of the Department of Neighborhood Services of the City. Any lessee, sublessee, or assignee must meet the HOPWA Program requirements as eligible low-income residents.

H. As security for the performance of its obligations under this Agreement, including repayment of the HOPWA Funds in the event of any breach of the requirements of this Agreement, Project Sponsor agrees to execute and record the Short Form Deed of Trust and Assignment of Rents (the "Short Form Deed of Trust"), the form of which is attached hereto as Exhibit "B" and incorporated herein as a part of this Agreement. If Project Sponsor fails to repay the HOPWA Funds to the City as required herein in the event of a breach of this Agreement, the City shall have the right to foreclosure on the Property pursuant to the Short Form Deed of Trust.

I. Project Sponsor shall not allow any mortgages, liens (including homeowner association fees or assessments, or sewer, water or any other utility lien) or any other encumbrances to be placed against the Property during the Period of Affordability without the written consent of the Director of the Department of Neighborhood Services of the City. In the event that such mortgages, liens or other encumbrances are placed against the Property, Project Sponsor agrees to pay for their removal against the Property.

J. Project Sponsor understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property.

III. Time of Performance.

This Agreement shall commence on the date in the introductory paragraph set forth above, which date shall be the date of approval by the City Council, and continue in effect for the Period of Affordability defined in Section IV below.

Project Sponsor and City agree that so long as Project Sponsor shall well and truly perform its obligations to the City under this Agreement, the obligations of Project Sponsor will terminate on the 10th anniversary of the date of recording of the Short Form Deed of Trust and Assignment of Rents provided to the City pursuant to Section II.H. With the expiration of the aforementioned period, the City will reconvey its interest in the Property to Project Sponsor.

IV. Period of Affordability. Project Sponsor agrees that the obligation to provide affordable housing as required pursuant to this Agreement shall be in effect for a period of ten (10) years (the "Period of Affordability") commencing from the date that the deed conveying the Property to Project Sponsor is recorded in the office of the County Recorder for Clark County, Nevada.

V. Right of Recapture. If, during the Period of Affordability, any of the following occur: (i) Excluding leases as permitted herein to individuals or families who qualify for affordable housing under the HOPWA Program, Project Sponsor sells, transfers, conveys or otherwise loses any of its rights, title or interest in, or possession of, the Property, whether it be through a sale, foreclosure or any other proceeding, (ii) Project Sponsor fails to provide affordable housing pursuant to the requirements of this Agreement, or (iii) the Property is used or converted to non-qualified HOPWA uses, then, in such event, the City shall be entitled to recapture the HOPWA Funds invested in the Property, and Project Sponsor agrees to repay the HOPWA Funds to the City upon receipt of demand therefor. The failure to repay the HOPWA Funds as required herein shall constitute a breach of this Agreement and entitle the City to recover possession and ownership of the Property pursuant the Short Form Deed of Trust and Assignment of Rents executed pursuant to Section II.H of this Agreement.

VI. <u>CITY GENERAL CONDITIONS</u>

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

Project Sponsor agrees to comply with the requirements, policies, regulations and criteria as specified in the Neighborhood Services HOPWA Program Manual concerning HOPWA Programs, a copy of which Project Sponsor acknowledges possession thereof. Project Sponsor shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. Project Sponsor further agrees to comply with all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to comply with any of the above may result in forfeiture of the HOPWA Funding provided to Project Sponsor under this Agreement.

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

Project Sponsor has requested transfer of the Property which is the subject of this Agreement from the City to enable it to conduct its Project of providing affordable rental housing to individuals with HIV/AIDS and their families that qualify for such housing under the HOPWA Program. In any and all events, the Project services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, subject only to review by the Director of the Department of Neighborhood Services of the City, or the Director's designee, to assure compliance with the requirements of this Agreement.

C. INDEMNIFICATION

Project Sponsor 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 any 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. Project Sponsor'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 Program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, 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.

Project Sponsor shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, 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 Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the HOPWA Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

Project Sponsor 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 Project Sponsor goes out of existence, Project Sponsor 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.

Project Sponsor agrees to permit the City or the its designated representative(s) 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 there from any information that the City desires concerning operation of the Program. Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to Project Sponsor. If the records or books are not located within Clark County, Nevada, Project Sponsor agrees to deliver the records or books or have the records or books delivered 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 Project Sponsor are incomplete, Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to Project Sponsor's offices to inspect and audit, as deemed necessary, all of the pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

Project Sponsor 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 Project Sponsor and the City from potential Project Sponsor 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 Project Sponsor'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, its officers and employees, shall be named as additional insured parties under each coverage and such notation shall appear on the certificate of insurance furnished by Project Sponsor'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 Project Sponsor, 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 any performance by Project Sponsor commences hereunder, whichever is earliest. Project Sponsor shall maintain coverage for the duration of this Agreement. Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. Project Sponsor and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to Project Sponsor.

G. IRS REGULATIONS

Project Sponsor 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

Project Sponsor 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 the Property to the City.

I. THIRD PARTY CONTRACTS

Project Sponsor 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 the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval 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.

J. DISCLOSURE OF PRINCIPALS.

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Project Sponsor warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, as well as all persons and entities holding more than 1% interest in Project Sponsor or any principal of Project Sponsor. Throughout the term hereof, Golden Rainbow shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

VII. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT (CHAPTER 15, TITLE 5, 8 US CODE)

Project Sponsor agrees not to use the HOPWA funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

Project Sponsor further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME (24 CFR PART 84)

"Program Income" includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HOPWA funds;

2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

Project Sponsor agrees that any income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. Program Income shall be recorded separately and returned to the City for disposition. Upon approval by the City Program Income may be retained by Project Sponsor provided that written notification is given to the Neighborhood Services Director and that Project Sponsor certifies that the Program income is to be used for the exclusive benefit of the Program. Such income may be used only according to the guidelines set forth in the HUD regulations.

E. OTHER PROGRAM REQUIREMENTS

Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 574, which are applicable to HOPWA Program except that Project Sponsor will not assume the City's environmental responsibilities described in 24 CFR 574.510, nor the intergovernmental review process described in 24 CFR 574.650.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063.**

   This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**

   This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**

   The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)**

Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

Project Sponsor shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. **LEAD-BASED PAINT 24 CFR 574.635)**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

Project Sponsor shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Project Sponsor's shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing, Project Sponsors, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act prohibits Project Sponsor from using appropriated federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Project Sponsor to 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 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.

I. AMERICANS WITH DISABILITIES ACT

Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as “ADA”) as applicable to Project Sponsor and the activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, Project Sponsor agrees to comply fully with Title I of ADA as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

VIII. Financial Management

A. Project Sponsor agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-l33.

B. Project Sponsor agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Project Sponsor agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

IX. 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 during a one-year period in federal funds conduct an A-133 audit.

Any agency that expends between $200,000 and $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 Project Sponsors who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render Project Sponsor as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

B. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from Project Sponsor by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

C. RECORDS

The Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

X. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

Project Sponsor and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program/Project as outlined in the Scope of Services must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) the Director of the Department of Neighborhood Services of the City, or the Director's designee, if funding amounts of less than $25,000 are involved. In addition, the Director 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 HOPWA Program funding to the City.

C. TERMINATION

Project Sponsor and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and is subject to the federal enforcement procedures identified in 24 CFR Part 84.62. 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 City or Project Sponsor or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. Disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. Whole or partial suspension or termination of the current award for the Program,
4. Withholding of further awards for the Program, or
5. Adoption of other remedies that may be legally available.

The City reserves the right to set the terms and conditions for suspension or termination, of this Agreement, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance by Project Sponsor. Any notice of termination for noncompliance shall be given to Project Sponsor 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.

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D. 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.

E. NOTIFICATION OF AGENCY CHANGES

Project Sponsor 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 Project Sponsor.

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

CITY OF LAS VEGAS	Golden Rainbow
Oscar B. Goodman, Mayor	Lea Clayville, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

City Council Date: July 21, 2010

APPROVED AS TO FORM:

Robert S. Sylvain 6-24-10
Deputy City Attorney
DATE

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ACCEPTANCE OF REAL PROPERTY TRANSFER TERMS AND CONDITIONS

I, Lea Clayville, Director of Golden Rainbow, a Nevada nonprofit corporation, on behalf of that corporation, do hereby accept the terms and conditions set forth the Agreement for Transfer of Property to Golden Rainbow for HOPWA Affordable Housing Project approved by the City Council of the City of Las Vegas, Nevada on the 21st Day of July, 2010, a copy of which is attached hereto and incorporated herein, which terms and conditions are imposed in connection with the transfer of title and ownership of the real property identified therein.

Executed this 30 day of June, 2010.

Golden Rainbow

By: Lea Clayville
Lea Clayville, Director

State of Nevada)
County of Clark)

On this 30 day of JUNE, 2010, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

LEA CLAYVILLE as DIRECTOR, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Gloria Sanchez
Notary Public

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

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EXHIBIT A

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

(next page)

Parcel [redacted]

WHEN RECORDED MAIL TO
Neighborhood Services Department
City of Las Vegas, 2nd Floor
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention; Shawn Bolster

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOPWA FUNDS

THIS SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOPWA FUNDS (this “Deed of Trust”) is made this __day of _____,2010, by Golden Rainbow (herein “Trustor”), a Nevada non-profit corporation, whose principal office is 801 South Rancho Road Suite B-1B, Las Vegas, Nevada, and the City of Las Vegas (herein “Trustee” and “Beneficiary”), a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101-2986, Attention: Neighborhood Services Department.

WITNESSETH

WHEREAS, Trustor is the owner of certain real property and improvements thereon legally described below, which Property was originally purchased and rehabilitated with federal funds provided under the Housing Opportunities for Persons with Aids Program (the “HOPWA Program”); and

WHEREAS, Trustor has entered into that certain Agreement for the Transfer of Property for the Golden Rainbow HOPWA Affordable Housing Project dated July, 21, 2010 (the “Agreement”), which provided for the conveyance of the Property from the Beneficiary to Trustor for the purpose of providing affordable housing to persons and families who qualify for such housing under the HOPWA Program.

NOW THEREFORE, for the purpose of securing the obligations herein contained and the obligations in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE, IN TRUST, WITH POWER OF SALE that certain real property located in Clark County, State of Nevada described as follows:

See Attachment 1 attached hereto and by this reference made a part hereof,

and more commonly known as [redacted] Las Vegas, NV [redacted] Clark County, Nevada (the “Property”), together with all appurtenances in which Trustor may have an interest (including water rights benefiting the Property as may represented by shares of a company or otherwise), and the rents, issues and profits thereof, reserving the right of Trustor to collect and use the same, except during some default hereunder which, in such event, Trustee shall have the right, power and authority to collect and apply such rents, issues and profits for the benefit of Beneficiary.

To protect the security of this Deed of Trust, for the term of the Agreement set forth therein, Trustor agrees to (i) abide by the terms of the Agreement; (ii) use and operate the Property solely to supply decent, safe, and sanitary rental housing for tenants eligible under the HOPWA Program; (iii) maintain and operate the Property as a drug-free environment; (iv) operate the Property per the applicable rules and regulations of the HOPWA Program (specifically 24 CFR 574); (v) not to permit, allow or cause any mortgage, lien or other encumbrance on the Property without the expressed written consent of Beneficiary; and (vi) to repay the amount of the HOPWA Funds invested in the Property, or transfer title of the Property to Beneficiary, if Trustor, after proper notice thereof, is found to be in violation of its obligations set forth in the Agreement or this Deed of Trust.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that (i) provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County, Nevada, are hereby adopted and incorporated herein and made a part hereof as though set forth herein, (ii) Trustor will observe and perform the provisions set forth therein, and (iii) the references to property, obligations and parties in said provisions shall be construed to refer to the Property, obligations and parties set forth in this Deed of Trust.

So long as Trustor shall well and truly perform its obligations to the Beneficiary under the Agreement, the obligations of Trustor to provide affordable housing pursuant to the requirements of the Agreement will terminate with expiration of the Period of Affordability as defined in the Agreement. Trustee under this Deed of Trust, its successors or assigns, on request by Trustor, or its assigns, shall reconvey to the Trustor, or assigns, all the estate in the Property conveyed to the Trustee by the Trustor under this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and/or any Notice of Lien filed in connection with the Property be mailed to the address hereinabove set forth.

Trustor: Golden Rainbow,
a Nevada nonprofit corporation

BY:______________________________
Lea Clayville, Executive Director

State of Nevada)
County of Clark)

On this __________ day of __________________, 2010, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

_________________________________ as _______________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public

ATTACHMENT 1
LEGAL DESCRIPTION
APN [redacted]

All that real property situated in the county of Clark, state of Nevada, bounded and described as follows:

[redacted] in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT “B”
LEGAL DESCRIPTION

Parcel Number: [redacted]

All that real property situated in the county of Clark, state of Nevada, bounded and described as follows:

[redacted] in the Office of the County Recorder of Clark County, Nevada.

Commonly known as: [redacted], Las Vegas, NV 89156 Clark County, Nevada.

EXHIBIT “C”

HUD INCOME GUIDELINES
FOR HOPWA GRANTS

In order for a project or program to be eligible to receive Housing Opportunities for Persons With AIDS (HOPWA) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,800	less than $23,000	less than $36,800
2	less than $15,800	less than $26,300	less than $42,050
3	less than $17,750	less than $29,600	less than $47,300
4	less than $19,700	less than $32,850	less than $52,550
5	less than $21,300	less than $35,500	less than $56,800
6	less than $22,900	less than $38,150	less than $61,000
7	less than $24,450	less than $40,750	less than $65,200
8	less than $26,050	less than $43,400	less than $69,400

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 14, 2010.

EXHIBIT "D"
DISCLOSURES OF PRINCIPALS

In accordance with the policy below, the principals of Golden Rainbow, a corporation, and all persons and entities holding more than 1% interest in Golden Rainbow are listed below:

Policy
In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

"*Principal*" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE

I certify under penalty of perjury, that the foregoing list is full and complete.

Golden Rainbow

By: ______________________________
Lea Clayville, Executive Director

Subscribed and sworn to before me this

________Day of ______________, 2010.

____

Notary Public