CITY COUNCIL

MEETING OF

MARCH 8, 1999

City of Las Vegas

AGENDA & MINUTES

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM		ACTION
	NEIGHBORHOOD SERVICES - DISCUSSION	
73	**Public Hearing**: Discussion and possible action to allocate $1,372,773 Housing Opportunities for Persons with Aids (HOPWA) Grant funds	**REESE - APPROVED as recommended amending the total allocation to Reach Out Daycare to $202,833 - UNANIMOUS with JONES excused** ****** MAYOR PRO TEM McDONALD declared the Public Hearing open. CHERYL KIGHT, Chair, Community Development Recommending Board (CDRB), recommended approval of the CDRB recommendations for HOPWA funding with the following amendment: to award the Unallocated Funds of $62,833 to Reach Out Daycare for a total allocation of $202,833. There was no further discussion. MAYOR PRO TEM McDONALD declared the Public Hearing closed. (12:02 - 12:03) **2-691**

CITY COUNCIL
MEETING OF
MARCH 8, 1999

AGENDA DOCUMENTATION

TO:
City Council

FROM:
SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

Subject: Public Hearing: Discussion And Possible Action To Allocate $1,372,773 Housing Opportunities For Persons With Aids (HOPWA) Grant Funds.

PURPOSE/BACKGROUND

The City of Las Vegas (City) has been notified by the United States Department of Housing and Urban Development (HUD) that the City will receive $1,308,000 of Housing Opportunities for Persons with Aids (HOPWA) funds. With the re-programming of $64,773 in prior year funds, the total to be allocated is $1,372,773.

In November 1998, the City issued a Request for Proposals (RFP) for the HOPWA program. Ten applications from nonprofit organizations were received. On January 25th and 27th, 1999, the Community Development Recommending Board (CDRB) met to hear the applicants, review their applications, and make their recommendations to the City Council. After careful deliberation, the CDRB recommended that funding be allocated to the following agencies, with the stipulation that an RFP be issued for the unallocated balance within six months of the funding date:

ALLOCATIONS TO NON-PROFIT AGENCIES	**$1,270,700:**
Aid For Aids of Nevada (AFAN)	$481,500
Golden Rainbow	$85,000
Healthy Families Project	$35,000
Help of Southern Nevada	$7,500
Lighthouse Compassionate Care, Acquisition & Rehab	$300,000
Lighthouse Compassionate Care, Transitional Housing operations	$56,700
Mohave County Social Services	$50,000
National Association of Latin Americans (NALA)	$100,000
Pahrump Family Resource Center	$15,000
Reach Out Daycare	$140,000
Unallocated Funds	$62,833

HOPWA GRANT ADMINISTRATION - $39,240 (3% Max.)

TOTAL HOPWA GRANT - $1,372,773

Agenda Item
73

FISCAL IMPACT

The City of Las Vegas will fund ten (10) Housing Opportunities for Persons with Aids programs for $1,270,700, and use the 3% allowable, $39,240, to administer the grant.

RECOMMENDATIONS

The City Manager recommends that the City Council approve the recommendations of the CDRB for the ten grants and the administrative funds and authorize the Mayor to execute the agreements once they have been approved by the City Attorney.

CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
FY99-2000 CDRB RECOMMENDATIONS FOR HOPWA GRANT AWARDS

APPLICANTS	PROGRAM	AMOUNT AWARDED
Aid for AIDS of Nevada (AFAN)	Short term housing assistance while applicants apply for Social Security Disability. Rent payments are made to landlords and other non-profit agencies which provide housing.	**481,500**
Golden Rainbow	Emergency assistance program for HIV/AIDS clients.	**85,000**
Healthy Families Project	Supportive services for a case manager for the "Positive Women's Network Program" for HIV/AIDS clients and their children.	**35,000**
HELP of Southern Nevada	Emergency assistance, primarily food vouchers, for those affected with HIV/AIDS.	**7,500**
Lighthouse Compassionate Care	Acquisition and rehab of a 4-plex for HIV/AIDS clients.	**300,000**
Lighthouse Compassionate Care	Transitional housing operations for HIV/AIDS clients, case management and supportive services.	**56,700**
Mohave County, Arizona Dept. of Health & Social Services	Emergency housing assistance, utilities, and case management for HIV/AIDS clients.	**50,000**
Nevada Association of Latin Americans	Prevent homelessness in the Hispanic HIV/AIDS community with housing assistance, case management, and supportive services.	**100,000**
Pahrump Family Resource Center	Short-term rent & utility assistance and group counseling for those living with HIV/AIDS in Nye County.	**15,000**
Reach Out	Daycare and learning center for children with HIV/AIDS.	**202,833**
	Total Applications From Non-Profit Agencies	**1,333,533**
	Grant Application Amounts Requested Less Than Amount Available	
	CLV - Grant Administration	**39,240**
	Total HOPWA Funds Available	**1,372,773**

AGREEMENT TO FUND LIGHTHOUSE COMPASSIONATE CARE HIV/AIDS HOUSING PROJECT

THIS AGREEMENT, made and entered into this 8th day of March, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Lighthouse Compassionate Care, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 953 E. Sahara, Suite 243, Las Vegas, Nevada 89104 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly 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, (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA"), 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program;

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or EMSA"; and

WHEREAS, Subrecipient has requested the City's assistance to purchase property in Clark County and will develop the property as rental housing for low income individuals and families eligible as HOPWA Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOPWA Program funds to assist with the purchase of the property, (hereinafter referred to as the "Property" or "Project") and which is further legally described in Exhibit "B" of this document; and

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

I. Scope of Services

A. Subject to the actual receipt of funds from HUD, the City will provide up to $35,256.44 in Federal HOPWA Program funds to Subrecipient to purchase the certain real property located at 4955 Jeffreys Avenue, #404, Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "B" hereto and incorporated herein as if fully set forth. The Federal HOPWA funds will have an affordability period of 10 years. The Project will consist of acquiring a 2-bedroom condominium to be dedicated to HOPWA Program eligible tenants (herein "unit" or "units). The timing and method of providing HOPWA funds shall be entirely within the City's discretion.

B. The acquisition of the Project shall be completed within 90 days of availability of HOPWA funds unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the $35,256.44 in HOPWA Program funds provided by the City pursuant to City of Las Vegas City Council action of March 8, 1999, will be the responsibility of Subrecipient.

D. Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize HOPWA Program funding.

II. City General Conditions

A. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Lighthouse Compassionate Care warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including, partners of Lighthouse Compassionate Care, as well as all persons and entities holding more than 1% interest in Lighthouse Compassionate Care or any principal of Lighthouse Compassionate Care. Throughout the term hereof, Lighthouse Compassionate Care shall

notify City in writing of any material change in the above disclosure within 15 days of any such change.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipient to develop rental housing for lower-income persons eligible as HOPWA Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. 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, Subrecipient shall be an independent contractor only.

C. Subrecipient 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. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of project-related permits for the Project.

D. Subrecipient will provide the Director 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 persons in each unit
3. Racial breakdown
4. Age and gender served.
5. Recent living situation
6. Reasons for leaving

E. Subrecipient will not lease any portion of the housing unit to other than HOPWA-eligible tenants, as defined in the HOPWA Program regulations (24 CFR 574) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOPWA Program requirements and serve eligible low income residents.

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 574 which shall be a Deed of Trust for such Property, the form of which is attached to this document as Exhibit "A" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with HOPWA funds. If the housing unit, or any portion thereof, is subleased without the prior written approval of the City, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (G) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire $35,256.44 in HOPWA Program funds that Subrecipient received from the City

hereunder. As such, the HOPWA funds made available pursuant to this Agreement constitute a deferred loan which is forgivable in its entirety at the expiration of the period of affordability.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section M, without the written consent of the Director.

F. The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the City's name for a minimum amount of $35,256.44 which will protect the City from losses, damages or claims concerning the title of the Property.

G. Subrecipient 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. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

H. Subrecipient understands and agrees that the City shall not release any HOPWA funds unless and until the required Environmental Reviews are completed by the City per 24 CFR 574.510.

I. Subrecipient agrees that in the event of foreclosure or transfer in lieu of foreclosure, the affordability restrictions shall be revived according to the original terms of this Agreement if, during the original affordability period, Subrecipient or those with whom Subrecipient has or had business ties, obtains an ownership interest in the Project.

J. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein, for reimbursement to the City.

K. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance as follows: bodily injury liability insurance in the amount of $1,000,000.00 for the injury to or death of any one person, and $2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the

amount of $1,000,000.00. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the foregoing insurance coverages are in effect within ten days after the escrow closing for this Property, and Subrecipient will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

L. Subrecipient and City agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the obligations of the Subrecipient will terminate on the 10th anniversary of the date of recording of the Deed of Trust in the Official Records of Clark County, Nevada; and thereafter the City will reconvey to the Subrecipient all the Project as legally described in Exhibit "B".

M. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient which relate to the Project. The

representatives of the City may, on occasion, interview residents of the HOPWA-assisted rental units of the Project who volunteer to be interviewed.

N. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

O. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

P. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

Q. This Agreement will commence upon its approval and signature by all Parties and the HOPWA Program funds allocated by it will be expended on or before June 30, 2000.

R. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOPWA Program.

S. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

T. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

U. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

V. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

W. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

X. Subrecipient shall be bound by all City or County ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOPWA Program or are required by HUD, the City, or any combination thereof.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act,

which prohibits subrecipient 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 SUBRECIPIENT, 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

    b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

    c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 574.620, use of debarred, suspended or ineligible contractors or subrecipients. Assistance

under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR 574.620.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the 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.

D. None of the HOPWA Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient 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 Subrecipient 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.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 574.500.

G. Subrecipient shall maintain records in accordance with 24 CFR 574.530.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOPWA Program funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOPWA Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

M. Subrecipient agrees that this Agreement is in effect for a period of a minimum of 10 years if the City grant consists of HOPWA funds received directly from HUD, commencing from the initial date of payment of HOPWA funds, pursuant to 24 CFR 574.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOPWA funds previously invested in the Property will be treated in accordance with 24 CFR 574.

Q. Should tenants be displaced as a result of acquisition and rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 24 CFR 574.630.

IV. Financial Management

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

B. Subrecipient 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. Subrecipient 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.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOPWA funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 574.

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

J. Pandelli 1/3/2000
DATE

LIGHTHOUSE COMPASSIONATE CARE

Dennis Macready, President

ACCEPTANCE OF LOAN AND AGREEMENT TO COMPLY WITH LOAN CONDITIONS

I, Dennis Macready, President of Lighthouse Compassionate Care, a Nevada nonprofit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of $35,256.44 made and the conditions imposed upon the loan contained in the Housing Opportunities for Persons With AIDS "HOPWA" Program Agreement to Lighthouse Compassionate Care approved by the City Council of the City of Las Vegas, Nevada on the 8th day of March, 1999, a copy of which is attached hereto and incorporated herein.

Executed this 5th day of January, ~~1999~~ 2,000.

LIGHTHOUSE COMPASSIONATE CARE

By: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 5th day of January, ~~199~~ 2,000, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 97050111
My Appt. Expires Mar. 5, 2001

EXHIBIT "A"

SHORT FORM DEED OF TRUST
(Note not set out)

THIS DEED OF TRUST, made this 8th day of March, 1999, between Lighthouse Compassionate Care, whose principal office is located at 953 East Sahara Avenue, Suite 243, Las Vegas, Nevada 89104, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of $35,256.44 in Federal HOPWA funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOPWA Program Agreement of even date between Trustor and Beneficiary ("Agreement");

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

See Exhibit "B" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOPWA program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property for renters per applicable HOPWA program regulations for a period of 10 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ; Trustor agrees to abide by the HOPWA program rules and regulations, specifically 24 CFR 574; Trustor agrees not to encumber the property in any way during the 10 year period as defined in the HOPWA program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure , the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary $35,256.44 program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that 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 hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that 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 the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "B" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

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The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

LIGHTHOUSE COMPASSIONATE CARE
a Nevada nonprofit corporation

BY: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 5th day of January, ~~199~~ 2,000, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 97050111
My Appt. Expires Mar. 5, 2001

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Annie Macomber
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

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EXHIBIT "B"
LEGAL DESCRIPTION

The land referred to in this report is situated in the State of Nevada, County of CLARK and is described as follows:

PARCEL ONE:

Unit Fourteen (14) in Building Four (4) of SUTTON PLACE, as shown by map thereof on file in Book 30 of Plats, Page 18, in the Office of the County Recorder of Clark County, Nevada, and amended by that certain Certificate of Amendment recorded June 10, 1986 as Document No. 00674 in Book 860610 of Official Records, Clark County, Nevada.

PARCEL TWO:

An undivided 1/108th interest in and to the "Common Areas" as granted in that certain Declaration of Covenants, Conditions, and Restrictions of SUTTON PLACE, recorded April 26, 1984 as Document No. 1871018 in Book 1912 of Official Records of Clark County, Nevada, and re-recorded May 1, 1984 as Document No. 1873810 in Book 1914 of Official Records, Clark County, Nevada.

EXCEPTING THEREFROM the storage, utility rooms, staircases, balconies, and sidewalks located within all of the buildings of SUTTON PLACE, as shown by map thereof on file in Book 30 of Plats, Page 18, in the Office of the County Recorder of Clark County, Nevada.

FURTHER EXCEPTING THEREFROM all of the exclusive parking spaces as granted in that certain Declaration of Covenants, Conditions, and Restrictions of SUTTON PLACE, recorded April 26, 1984 as Document No. 1871018 in Book 1912 of Official Records of Clark County, Nevada and re-recorded May 1, 1984 as Document No. 1873810 in Book 1914 of Official Records of Clark County, Nevada.

PARCEL THREE:

The exclusive right of use Parking Space Number Twelve (12), as granted in that certain Declaration of Covenants, Conditions, and Restrictions of SUTTON PLACE, recorded April 26, 1984 as Document No. 1871018 in Book 1912 of Official Records of Clark County, Nevada, and re-recorded May 1, 1984 as Document No. 1873810 in Book 1914 of Official Records of Clark County, Nevada.

PARCEL FOUR:

The non-exclusive easement of enjoyment over, along, and across the "Common Area" described as sidewalks located in building Five (5) of SUTTON PLACE, as shown by map thereof on file in Book 30 of Plats, Page 10, in the office of the County Recorder of Clark County, Nevada. Such easement is to be used for passage and pedestrian movement for access to Parcel One above described.

Parcel Number: 162-26-512-059.

Commonly known as 4955 Jeffreys Avenue, #404 in Clark County, Nevada.

EXHIBIT "C"

HUD INCOME GUIDELINES
U. S. Department of Housing and Urban Development (HUD) Income Guidelines
(February, 1999)

Median Family Income $48,900, Las Vegas EMSA

FAMILY SIZE	INCOME NOT TO EXCEED	
1	80%	29,050
2	80%	33,200
3	80%	37,350
4	80%	41,500
5	80%	44,850

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EXHIBIT "D"
DISCLOSURES OF PRINCIPALS

The principals and partners of Lighthouse Compassionate Care and all persons and entities holding more than 1% interest in Lighthouse Compassionate Care or any principal of Lighthouse Compassionate Care are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Dennis Macready, Pres.	Mirage Resorts, 3400 Las Vegas Blvd. So. Las Vegas, NV 89109	791-7301
2. Sylvia Hutson, V. Pres.	5904 Vegas Drive, LV, NV 89107	309-6477
3. David Settle, Treas.	Pioneer Citizens Bank, 750 E. Warm Springs Las Vegas, NV 89119	914-4604
4. Consuelo Andrews, Sect'y	2930 Heber Ct, LV, NV 89115	459-1362
5. Ron Bell, Director	38 Quail Hollow, Henderson, NV 89014	435-8311
6. Marc Fineman, Director	Purchase Pro, 3291 N. Buffalo Dr. Las Vegas, NV 89128	221-6928
7. Ron Isler, Director	Renaissance Catering, 3999 Renate Dr. Las Vegas, NV	641-0558
8. Jack R. Kelly, Director	512 West Barry, #201 Chicago, Illinois 60657	773-327-5845
9. Dr. Wendy Scheer, Dir.	Progressive Family Health Care 3655 S. Durango Dr., LV, NV 89147	233-3366
10. Frank Shaw, Director	10155 E. Mountain View Rd. Scottsdale, AZ 85258	602-295-4653
11. Darlene Morningstar, Dir.	LV Metro Police Department	

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

LIGHTHOUSE COMPASSIONATE CARE

By: _____

Its: President

Subscribed and sworn to before me this

5th Day of January, 2000 ~~1999~~.

Annette Schmit

Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 97050111
My Appt. Expires Mar. 5, 2001

SHORT FORM DEED OF TRUST
(Note not set out)

THIS DEED OF TRUST, made this 8th day of March, 1999, between Lighthouse Compassionate Care, whose principal office is located at 953 East Sahara Avenue, Suite 243, Las Vegas, Nevada 89104, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of $35,256.44 in Federal HOPWA funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOPWA Program Agreement of even date between Trustor and Beneficiary ("Agreement");

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

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOPWA program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property for renters per applicable HOPWA program regulations for a period of 10 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ; Trustor agrees to abide by the HOPWA program rules and regulations, specifically 24 CFR 574; Trustor agrees not to encumber the property in any way during the 10 year period as defined in the HOPWA program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure , the restrictions on leasing, subleasing and other occupancy of the

property contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the 10 year period. Upon such revival, the restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived restrictions shall apply only to the unit so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary $35,256.44 HOPWA program funds if the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that 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 hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that 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 the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

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The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

LIGHTHOUSE COMPASSIONATE CARE
a Nevada nonprofit corporation

BY: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 5th day of January, ~~199~~ 2,000, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

WHEN RECORDED MAIL TO

City of Las Vegas
Attention: Annie Macomber
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

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ATTACHMENT "1"
LEGAL DESCRIPTION

The land referred to in this report is situated in the State of Nevada, County of CLARK and is described as follows:

PARCEL ONE (1):

Unit Fourteen (14) in Building Four (4) of SUTTON PLACE, as shown by map thereof on file in Book 30 of Plats, Page 18, in the Office of the County Recorder of Clark County, Nevada, and amended by that certain Certificate of Amendment recorded June 10, 1986 as Document No. 00674 in Book 860610 of Official Records, Clark County, Nevada.

PARCEL TWO (2):

An undivided 1/108th interest in and to the "Common Areas" as granted in that certain Declaration of Covenants, Conditions, and Restrictions of SUTTON PLACE, recorded April 26, 1984 as Document No. 1871018 in Book 1912 of Official Records of Clark County, Nevada, and re-recorded May 1, 1984 as Document No. 1873810 in Book 1914 of Official Records, Clark County, Nevada.

EXCEPTING THEREFROM the storage, utility rooms, staircases, balconies, and sidewalks located within all of the buildings of SUTTON PLACE, as shown by map thereof on file in Book 30 of Plats, Page 18, in the Office of the County Recorder of Clark County, Nevada.

FURTHER EXCEPTING THEREFROM all of the exclusive parking spaces as granted in that certain Declaration of Covenants, Conditions, and Restrictions of SUTTON PLACE, recorded April 26, 1984 as Document No. 1871018 in Book 1912 of Official Records of Clark County, Nevada and re-recorded May 1, 1984 as Document No. 1873810 in Book 1914 of Official Records of Clark County, Nevada.

PARCEL THREE (3):

The exclusive right of use Parking Space Number Twelve (12), as granted in that certain Declaration of Covenants, Conditions, and Restrictions of SUTTON PLACE, recorded April 26, 1984 as Document No. 1871018 in Book 1912 of Official Records of Clark County, Nevada, and re-recorded May 1, 1984 as Document No. 1873810 in Book 1914 of Official Records of Clark County, Nevada.

PARCEL FOUR (4):

The non-exclusive easement of enjoyment over, along, and across the "Common Area" described as sidewalks located in building Five (5) of SUTTON PLACE, as shown by map thereof on file in Book 30 of Plats, Page 18, in the office of the County Recorder of Clark County, Nevada. Such easement is to be used for passage and pedestrian movement for access to Parcel One above described.

Parcel Number: 162-26-512-059.

Commonly known as 4955 Jeffreys Avenue, #404 in Clark County, Nevada.

ATTACHMENT "2"

REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded _____ as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

SEE ATTACHMENT "1"

Executed by Lighthouse Compassionate Care as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas, Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

LIGHTHOUSE COMPASSIONATE CARE

Dennis Macready, President

Dated: January 5, 2000

State of Nevada)
County of Clark)

On this 5th day of January, 2000, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Annie Macomber
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

AGREEMENT TO FUND LIGHTHOUSE COMPASSIONATE CARE HIV/AIDS HOUSING PROJECT

THIS AGREEMENT, made and entered into this 8th day of March, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Lighthouse Compassionate Care, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 953 E. Sahara, Suite 243, Las Vegas, Nevada 89104 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly 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, (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA"), 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program;

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or EMSA"; and

WHEREAS, Subrecipient has requested the City's assistance to purchase property in Clark County and will develop the property as rental housing for low income individuals and families eligible as HOPWA Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOPWA Program funds to assist with the purchase of the property, (hereinafter referred to as the "Property" or "Project") and which is further legally described in Exhibit "B" of this document; and

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

I. Scope of Services

A. Subject to the actual receipt of funds from HUD, the City will provide up to $39,514.40 in Federal HOPWA Program funds to Subrecipient to purchase the certain real property located at 4955 Jeffreys Avenue, #401, Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "B" hereto and incorporated herein as if fully set forth. The Federal HOPWA funds will have an affordability period of 10 years. The Project will consist of acquiring a 2-bedroom condominium to be dedicated to HOPWA Program eligible tenants (herein "unit" or "units). The timing and method of providing HOPWA funds shall be entirely within the City's discretion.

B. The acquisition of the Project shall be completed within 90 days of availability of HOPWA funds unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the $39,514.40 in HOPWA Program funds provided by the City pursuant to City of Las Vegas City Council action of March 8, 1999, will be the responsibility of Subrecipient.

D. Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize HOPWA Program funding.

II. City General Conditions

A. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Lighthouse Compassionate Care warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including, partners of Lighthouse Compassionate Care, as well as all persons and entities holding more than 1% interest in Lighthouse Compassionate Care or any principal of Lighthouse Compassionate Care. Throughout the term hereof, Lighthouse Compassionate Care shall

notify City in writing of any material change in the above disclosure within 15 days of any such change.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipient to develop rental housing for lower-income persons eligible as HOPWA Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. 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, Subrecipient shall be an independent contractor only.

C. Subrecipient 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. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of project-related permits for the Project.

D. Subrecipient will provide the Director 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 persons in each unit
3. Racial breakdown
4. Age and gender served.
5. Recent living situation
6. Reasons for leaving

E. Subrecipient will not lease any portion of the housing unit to other than HOPWA-eligible tenants, as defined in the HOPWA Program regulations (24 CFR 574) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOPWA Program requirements and serve eligible low income residents.

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 574 which shall be a Deed of Trust for such Property, the form of which is attached to this document as Exhibit "A" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with HOPWA funds. If the housing unit, or any portion thereof, is subleased without the prior written approval of the City, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (G) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire $39,514.40 in HOPWA Program funds that Subrecipient received from the City

hereunder. As such, the HOPWA funds made available pursuant to this Agreement constitute a deferred loan which is forgivable in its entirety at the expiration of the period of affordability.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section M, without the written consent of the Director.

F. The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the City's name for a minimum amount of $39,514.40 which will protect the City from losses, damages or claims concerning the title of the Property.

G. Subrecipient 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. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

H. Subrecipient understands and agrees that the City shall not release any HOPWA funds unless and until the required Environmental Reviews are completed by the City per 24 CFR 574.510.

I. Subrecipient agrees that in the event of foreclosure or transfer in lieu of foreclosure, the affordability restrictions shall be revived according to the original terms of this Agreement if, during the original affordability period, Subrecipient or those with whom Subrecipient has or had business ties, obtains an ownership interest in the Project.

J. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein, for reimbursement to the City.

K. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance as follows: bodily injury liability insurance in the amount of $1,000,000.00 for the injury to or death of any one person, and $2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the

amount of $1,000,000.00. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the foregoing insurance coverages are in effect within ten days after the escrow closing for this Property, and Subrecipient will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

L. Subrecipient and City agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the obligations of the Subrecipient will terminate on the 10th anniversary of the date of recording of the Deed of Trust in the Official Records of Clark County, Nevada; and thereafter the City will reconvey to the Subrecipient all the Project as legally described in Exhibit "B".

M. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient which relate to the Project. The

representatives of the City may, on occasion, interview residents of the HOPWA-assisted rental units of the Project who volunteer to be interviewed.

N. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

O. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

P. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

Q. This Agreement will commence upon its approval and signature by all Parties and the HOPWA Program funds allocated by it will be expended on or before June 30, 2000.

R. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOPWA Program.

S. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

T. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

U. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

V. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

W. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

X. Subrecipient shall be bound by all City or County ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOPWA Program or are required by HUD, the City, or any combination thereof.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act,

which prohibits subrecipient 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 SUBRECIPIENT, 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 574.620, use of debarred, suspended or ineligible contractors or subrecipients. Assistance

under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR 574.620.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the 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.

D. None of the HOPWA Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient 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 Subrecipient 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.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 574.500.

G. Subrecipient shall maintain records in accordance with 24 CFR 574.530.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOPWA Program funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOPWA Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

M. Subrecipient agrees that this Agreement is in effect for a period of a minimum of 10 years if the City grant consists of HOPWA funds received directly from HUD, commencing from the initial date of payment of HOPWA funds, pursuant to 24 CFR 574.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOPWA funds previously invested in the Property will be treated in accordance with 24 CFR 574.

Q. Should tenants be displaced as a result of acquisition and rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 24 CFR 574.630.

IV. Financial Management

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

B. Subrecipient 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. Subrecipient 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.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOPWA funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 574.

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

12/14/99
DATE

LIGHTHOUSE COMPASSIONATE CARE

Dennis Macready, President

ACCEPTANCE OF LOAN AND AGREEMENT TO COMPLY WITH LOAN CONDITIONS

I, Dennis Macready, President of Lighthouse Compassionate Care, a Nevada nonprofit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of $39,514.40 made and the conditions imposed upon the loan contained in the Housing Opportunities for Persons With AIDS "HOPWA" Program Agreement to Lighthouse Compassionate Care approved by the City Council of the City of Las Vegas, Nevada on the 8th day of March, 1999, a copy of which is attached hereto and incorporated herein.

Executed this 22nd day of December, 1999.

LIGHTHOUSE COMPASSIONATE CARE

By: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 22nd day of December, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 97050111
My Appt. Expires Mar. 5, 2001

EXHIBIT "A"

SHORT FORM DEED OF TRUST
(Note not set out)

THIS DEED OF TRUST, made this 8th day of March, 1999, between Lighthouse Compassionate Care, whose principal office is located at 953 East Sahara Avenue, Suite 243, Las Vegas, Nevada 89104, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of $39,514.40 in Federal HOPWA funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOPWA Program Agreement of even date between Trustor and Beneficiary ("Agreement");

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

See Exhibit "B" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOPWA program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property for renters per applicable HOPWA program regulations for a period of 10 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ; Trustor agrees to abide by the HOPWA program rules and regulations, specifically 24 CFR 574; Trustor agrees not to encumber the property in any way during the 10 year period as defined in the HOPWA program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure , the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary $39,514.40 program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that 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 hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that 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 the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "B" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

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The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

LIGHTHOUSE COMPASSIONATE CARE
a Nevada nonprofit corporation

BY: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 22nd day of December, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Annie Macomber
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

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EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

UNIT ELEVEN (11) IN BUILDING FOUR (4) OF SUTTON PLACE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 18 IN THE OFFICE OF THE COUNTY RECORDER , CLARK COUNTY, NEVADA, AND BY CERTIFICATION OF AMENDMENT RECORDED JUNE 10, 1996 IN BOOK 860610 OF OFFICIAL RECORDS AS DOCUMENT NUMBER 00674.

PARCEL TWO:

AN UNDIVIDED 1/108TH INTEREST IN AND TO THE "COMMON AREA" AS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SUTTON PLACE RECORDED APRIL 26, 1984, IN BOOK 1912 AS DOCUMENT NO. 1871018 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA; AND RE-RECORDED ON 5-1-84 IN BOOK 1914 AS DOCUMENT NO. 1873810 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE STORAGE, UTILITY ROOMS, STAIRCASES, BALCONIES, AND SIDEWALKS LOCATED WITHIN ALL OF THE BUILDINGS OF SUTTON PLACE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 18 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM ALL OF THE EXCLUSIVE PARKING SPACES AS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SUTTON PLACE RECORDED APRIL 26, 1984 IN BOOK 1912 AS DOCUMENT NO. 1871018 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA; AND RE-RECORDED ON MAY 1, 1984 IN BOOK 1914 AS DOCUMENT NO. 1873810 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

PARCEL THREE:

THE EXCLUSIVE RIGHT OF USE OF PARKING SPACE NUMBERED FIVE (5) AS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SUTTON PLACE RECORDED APRIL 26, 1984 IN BOOK 1912 AS DOCUMENT NO. 1871018 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA; AND RE-RECORDED ON MAY 1, 1984 IN BOOK 1914 AS DOCUMENT NO. 1873810 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

Parcel Number: 162-26-512-050.

Commonly known as 4955 Jeffreys Avenue, #401 in Clark County, Nevada.

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EXHIBIT "C"

HUD INCOME GUIDELINES
U. S. Department of Housing and Urban Development (HUD) Income Guidelines
(February, 1999)

Median Family Income $48,900, Las Vegas EMSA

FAMILY SIZE	INCOME NOT TO EXCEED	
1	80%	29,050
2	80%	33,200
3	80%	37,350
4	80%	41,500
5	80%	44,850

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EXHIBIT "D"
DISCLOSURES OF PRINCIPALS

The principals and partners of Lighthouse Compassionate Care and all persons and entities holding more than 1% interest in Lighthouse Compassionate Care or any principal of Lighthouse Compassionate Care are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Dennis Macready, Pres.	Mirage Resorts, 3400 Las Vegas Blvd. So. Las Vegas, NV 89109	791-7301
2. Sylvia Hutson, V. Pres.	5904 Vegas Drive, LV, NV 89107	309-6477
3. David Settle, Treas.	Pioneer Citizens Bank, 750 E. Warm Springs Las Vegas, NV 89119	914-4604
4. Consuelo Andrews, Sect'y	2930 Heber Ct, LV, NV 89115	459-1362
5. Ron Bell, Director	38 Quail Hollow, Henderson, NV 89014	435-8311
6. Marc Fineman, Director	Purchase Pro, 3291 N. Buffalo Dr. Las Vegas, NV 89128	221-6928
7. Ron Isler, Director	Renaissance Catering, 3999 Renate Dr. Las Vegas, NV	641-0558
8. Jack R. Kelly, Director	512 West Barry, #201 Chicago, Illinois 60657	773-327-5845
9. Dr. Wendy Scheer, Dir.	Progressive Family Health Care 3655 S. Durango Dr., LV, NV 89147	233-3366
10. Frank Shaw, Director	10155 E. Mountain View Rd. Scottsdale, AZ 85258	602-295-4653
11. Darlene Morningstar, Dir.	LV Metro Police Department	

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

LIGHTHOUSE COMPASSIONATE CARE

By: _____

Its: BOD President

Subscribed and sworn to before me this

22nd Day of December, 1999.

Annette Schmit

Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

AGREEMENT TO FUND LIGHTHOUSE COMPASSIONATE CARE HIV/AIDS HOUSING PROJECT

THIS AGREEMENT, made and entered into this 8th day of March, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Lighthouse Compassionate Care, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 953 E. Sahara, Suite 243, Las Vegas, Nevada 89104 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly 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, (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA"), 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program;

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or EMSA"; and

WHEREAS, Subrecipient has requested the City's assistance to purchase property in Clark County and will develop the property as rental housing for low income individuals and families eligible as HOPWA Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOPWA Program funds to assist with the purchase of the property, (hereinafter referred to as the

"Property" or "Project") and which is further legally described in Exhibit "B" of this document; and

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

I. Scope of Services

A. Subject to the actual receipt of funds from HUD, the City will provide up to $69,364.84 in Federal HOPWA Program funds to Subrecipient to purchase the certain real property located at 6008 Pebble Beach Blvd., Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "B" hereto and incorporated herein as if fully set forth. The Federal HOPWA funds will have an affordability period of 10 years. The Project will consist of acquiring a 2-bedroom condominium to be dedicated to HOPWA Program eligible tenants (herein "unit" or "units). The timing and method of providing HOPWA funds shall be entirely within the City's discretion.

B. The acquisition of the Project shall be completed within 90 days of availability of HOPWA funds unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the $69,364.84 in HOPWA Program funds provided by the City pursuant to City of Las Vegas City Council action of March 8, 1999, will be the responsibility of Subrecipient.

D. Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize HOPWA Program funding.

II. City General Conditions

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

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipient to develop rental housing for lower-income persons eligible as HOPWA Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. 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, Subrecipient shall be an independent contractor only.

C. Subrecipient 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. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of project-related permits for the Project.

D. Subrecipient will provide the Director 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 persons in each unit
3. Racial breakdown
4. Age and gender served.
5. Recent living situation
6. Reasons for leaving

E. Subrecipient will not lease any portion of the housing unit to other than HOPWA-eligible tenants, as defined in the HOPWA Program regulations (24 CFR 574) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOPWA Program requirements and serve eligible low income residents.

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 574 which shall be a Deed of Trust for such Property, the form of which is attached to this document as Exhibit "A" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with HOPWA funds. If the housing unit, or any portion thereof, is subleased without the prior written approval of the City, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (G) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire $69,364.84 in HOPWA Program funds that Subrecipient received from the City hereunder. As such, the HOPWA funds made available pursuant to this Agreement

constitute a deferred loan which is forgivable in its entirety at the expiration of the period of affordability.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section M, without the written consent of the Director.

F. The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the City's name for a minimum amount of $69,364.84 which will protect the City from losses, damages or claims concerning the title of the Property.

G. Subrecipient 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. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

H. Subrecipient understands and agrees that the City shall not release any HOPWA funds unless and until the required Environmental Reviews are completed by the City per 24 CFR 574.510.

I. Subrecipient agrees that in the event of foreclosure or transfer in lieu of foreclosure, the affordability restrictions shall be revived according to the original terms of this Agreement if, during the original affordability period, Subrecipient or those with whom Subrecipient has or had business ties, obtains an ownership interest in the Project.

J. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein, for reimbursement to the City.

K. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance as follows: bodily injury liability insurance in the amount of $1,000,000.00 for the injury to or death of any one person, and $2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of $1,000,000.00. The City must be named as an additional insured in all policies

of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the foregoing insurance coverages are in effect within ten days after the escrow closing for this Property, and Subrecipient will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

L. Subrecipient and City agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the obligations of the Subrecipient will terminate on the 10th anniversary of the date of recording of the Deed of Trust in the Official Records of Clark County, Nevada; and thereafter the City will reconvey to the Subrecipient all the Project as legally described in Exhibit "B".

M. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient which relate to the Project. The representatives of the City may, on occasion, interview residents of the HOPWA-assisted rental units of the Project who volunteer to be interviewed.

N. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

O. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

P. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

Q. This Agreement will commence upon its approval and signature by all Parties and the HOPWA Program funds allocated by it will be expended on or before June 30, 2000.

R. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOPWA Program.

S. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

T. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

U. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution

of any contract between Subrecipient and any private business in which he or she has financial interest.

V. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

W. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

X. Subrecipient shall be bound by all City or County ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOPWA Program or are required by HUD, the City, or any combination thereof.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient 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 SUBRECIPIENT, 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 574.620, use of debarred, suspended or ineligible contractors or subrecipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any

contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR 574.620.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the 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.

D. None of the HOPWA Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient 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 Subrecipient 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.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 574.500.

G. Subrecipient shall maintain records in accordance with 24 CFR 574.530.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOPWA Program funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOPWA Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

M. Subrecipient agrees that this Agreement is in effect for a period of a minimum of 10 years if the City grant consists of HOPWA funds received directly from HUD, commencing from the initial date of payment of HOPWA funds, pursuant to 24 CFR 574.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOPWA funds previously invested in the Property will be treated in accordance with 24 CFR 574.

Q. Should tenants be displaced as a result of acquisition and rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 24 CFR 574.630.

IV. Financial Management

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

B. Subrecipient 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. Subrecipient 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.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOPWA funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 574.

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

3/6/00
DATE

LIGHTHOUSE COMPASSIONATE CARE

Dennis Macready, President

ACCEPTANCE OF LOAN AND AGREEMENT TO
COMPLY WITH LOAN CONDITIONS

I, Dennis Macready, President of Lighthouse Compassionate Care, a Nevada nonprofit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of $69,364.84 made and the conditions imposed upon the loan contained in the Housing Opportunities for Persons With AIDS "HOPWA" Program Agreement to Lighthouse Compassionate Care approved by the City Council of the City of Las Vegas, Nevada on the 8th day of March, 1999, a copy of which is attached hereto and incorporated herein.

Executed this 7th day of March, 2000.

LIGHTHOUSE COMPASSIONATE CARE

By: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 7th day of March, 2000, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

EXHIBIT "A"

SHORT FORM DEED OF TRUST
(Note not set out)

THIS DEED OF TRUST, made this 8th day of March, 1999, between Lighthouse Compassionate Care, whose principal office is located at 953 East Sahara Avenue, Suite 243, Las Vegas, Nevada 89104, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of $69,364.84 in Federal HOPWA funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOPWA Program Agreement of even date between Trustor and Beneficiary ("Agreement");

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

See Exhibit "B" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOPWA program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property for renters per applicable HOPWA program regulations for a period of 10 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ; Trustor agrees to abide by the HOPWA program rules and regulations, specifically 24 CFR 574; Trustor agrees not to encumber the property in any way during the 10 year period as defined in the HOPWA program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure , the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary $69,364.84 program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that 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 hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that 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 the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "B" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

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The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

LIGHTHOUSE COMPASSIONATE CARE
a Nevada nonprofit corporation

BY: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 7th day of March, 2000, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 97050111
My Appt. Expires Mar. 5, 2001

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Annie Macomber
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

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EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

Lot Seven (7) in Block One (1) of AMENDED CHARLESTON HEIGHTS TOWNHOUSES TRACT 44-E, as shown by map thereof on file in Book 13 of Plats, Page 53, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM all mineral, oil and gas rights with no right of entry on the above described premises insofar as the mineral, oil and gas rights are concerned as expected and reserved in that certain deed dated August 10, 1971, recorded November 22, 1971 in Book 184 as Document No. 146553, Official Records.

Parcel Number: 138-25-111-009.

Commonly known as 6008 Pebble Beach Blvd. in Clark County, Nevada.

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EXHIBIT "C"

HUD INCOME GUIDELINES
U. S. Department of Housing and Urban Development (HUD) Income Guidelines
(February, 1999)

Median Family Income $48,900, Las Vegas EMSA

FAMILY SIZE	INCOME NOT TO EXCEED	
1	80%	29,050
2	80%	33,200
3	80%	37,350
4	80%	41,500
5	80%	44,850

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EXHIBIT "D"
DISCLOSURES OF PRINCIPALS

The principals and partners of Lighthouse Compassionate Care and all persons and entities holding more than 1% interest in Lighthouse Compassionate Care or any principal of Lighthouse Compassionate Care are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Dennis Macready, Pres.	Mirage Resorts, 3400 Las Vegas Blvd. So. Las Vegas, NV 89109	791-7301
2. Sylvia Hutson, V. Pres.	5904 Vegas Drive, LV, NV 89107	309-6477
3. David Settle, Treas.	Pioneer Citizens Bank, 750 E. Warm Springs Las Vegas, NV 89119	914-4604
4. Consuelo Andrews, Sect'y	2930 Heber Ct, LV, NV 89115	459-1362
5. Ron Bell, Director	38 Quail Hollow, Henderson, NV 89014	435-8311
6. Marc Fineman, Director	Purchase Pro, 3291 N. Buffalo Dr. Las Vegas, NV 89128	221-6928
7. Ron Isler, Director	Renaissance Catering, 3999 Renate Dr. Las Vegas, NV	641-0558
8. Jack R. Kelly, Director	512 West Barry, #201 Chicago, Illinois 60657	773-327-5845
9. Dr. Wendy Scheer, Dir.	Progressive Family Health Care 3655 S. Durango Dr., LV, NV 89147	233-3366
10. Frank Shaw, Director	10155 E. Mountain View Rd. Scottsdale, AZ 85258	602-295-4653
11. Darlene Morningstar, Dir.	LV Metro Police Department	

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

LIGHTHOUSE COMPASSIONATE CARE

By: _____

Its: Board President

Subscribed and sworn to before me this

7th Day of March, 2000.

Annette Schmit

Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

AGREEMENT TO FUND LIGHTHOUSE COMPASSIONATE CARE HIV/AIDS HOUSING PROJECT

THIS AGREEMENT, made and entered into this 8th day of March, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Lighthouse Compassionate Care, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 953 E. Sahara, Suite 243, Las Vegas, Nevada 89104 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly 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, (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA"), 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program;

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or EMSA"; and

WHEREAS, Subrecipient has requested the City's assistance to purchase property in Clark County and will develop the property as rental housing for low income individuals and families eligible as HOPWA Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOPWA Program funds to assist with the purchase of the property, (hereinafter referred to as the "Property" or "Project") and which is further legally described in Exhibit "B" of this document; and

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

I. Scope of Services

A. Subject to the actual receipt of funds from HUD, the City will provide up to $59,025.91 in Federal HOPWA Program funds to Subrecipient to purchase the certain real property located at 2080 Karen Avenue, #26, Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "B" hereto and incorporated herein as if fully set forth. The Federal HOPWA funds will have an affordability period of 10 years. The Project will consist of acquiring a 2-bedroom condominium to be dedicated to HOPWA Program eligible tenants (herein "unit" or "units). The timing and method of providing HOPWA funds shall be entirely within the City's discretion.

B. The acquisition of the Project shall be completed within 90 days of availability of HOPWA funds unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the $59,025.91 in HOPWA Program funds provided by the City pursuant to City of Las Vegas City Council action of March 8, 1999, will be the responsibility of Subrecipient.

D. Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize HOPWA Program funding.

II. City General Conditions

A. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Lighthouse Compassionate Care warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including, partners of Lighthouse Compassionate Care, as well as all persons and entities holding more than 1% interest in Lighthouse Compassionate Care or any principal of Lighthouse Compassionate Care. Throughout the term hereof, Lighthouse Compassionate Care shall

notify City in writing of any material change in the above disclosure within 15 days of any such change.

B. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipient to develop rental housing for lower-income persons eligible as HOPWA Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. 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, Subrecipient shall be an independent contractor only.

C. Subrecipient 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. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of project-related permits for the Project.

D. Subrecipient will provide the Director 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 persons in each unit
3. Racial breakdown
4. Age and gender served.
5. Recent living situation
6. Reasons for leaving

E. Subrecipient will not lease any portion of the housing unit to other than HOPWA-eligible tenants, as defined in the HOPWA Program regulations (24 CFR 574) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOPWA Program requirements and serve eligible low income residents.

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 574 which shall be a Deed of Trust for such Property, the form of which is attached to this document as Exhibit "A" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with HOPWA funds. If the housing unit, or any portion thereof, is subleased without the prior written approval of the City, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (G) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire $59,025.91 in HOPWA Program funds that Subrecipient received from the City

hereunder. As such, the HOPWA funds made available pursuant to this Agreement constitute a deferred loan which is forgivable in its entirety at the expiration of the period of affordability.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section M, without the written consent of the Director.

F. The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the City's name for a minimum amount of $59,025.91 which will protect the City from losses, damages or claims concerning the title of the Property.

G. Subrecipient 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. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

H. Subrecipient understands and agrees that the City shall not release any HOPWA funds unless and until the required Environmental Reviews are completed by the City per 24 CFR 574.510.

I. Subrecipient agrees that in the event of foreclosure or transfer in lieu of foreclosure, the affordability restrictions shall be revived according to the original terms of this Agreement if, during the original affordability period, Subrecipient or those with whom Subrecipient has or had business ties, obtains an ownership interest in the Project.

J. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein, for reimbursement to the City.

K. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance as follows: bodily injury liability insurance in the amount of $1,000,000.00 for the injury to or death of any one person, and $2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the

amount of $1,000,000.00. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the foregoing insurance coverages are in effect within ten days after the escrow closing for this Property, and Subrecipient will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

L. Subrecipient and City agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the obligations of the Subrecipient will terminate on the 10th anniversary of the date of recording of the Deed of Trust in the Official Records of Clark County, Nevada; and thereafter the City will reconvey to the Subrecipient all the Project as legally described in Exhibit "B".

M. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient which relate to the Project. The

representatives of the City may, on occasion, interview residents of the HOPWA-assisted rental units of the Project who volunteer to be interviewed.

N. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

O. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

P. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

Q. This Agreement will commence upon its approval and signature by all Parties and the HOPWA Program funds allocated by it will be expended on or before June 30, 2000.

R. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOPWA Program.

S. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

T. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

U. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

V. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

W. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

X. Subrecipient shall be bound by all City or County ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOPWA Program or are required by HUD, the City, or any combination thereof.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act,

which prohibits subrecipient 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 SUBRECIPIENT, 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

    b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

    c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 574.620, use of debarred, suspended or ineligible contractors or subrecipients. Assistance

under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR 574.620.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the 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.

D. None of the HOPWA Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient 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 Subrecipient 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.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 574.500.

G. Subrecipient shall maintain records in accordance with 24 CFR 574.530.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOPWA Program funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOPWA Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

M. Subrecipient agrees that this Agreement is in effect for a period of a minimum of 10 years if the City grant consists of HOPWA funds received directly from HUD, commencing from the initial date of payment of HOPWA funds, pursuant to 24 CFR 574.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOPWA funds previously invested in the Property will be treated in accordance with 24 CFR 574.

Q. Should tenants be displaced as a result of acquisition and rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 24 CFR 574.630.

IV. Financial Management

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

B. Subrecipient 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. Subrecipient 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.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOPWA funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 574.

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

J. Pontacello 12/15/99
DATE

LIGHTHOUSE COMPASSIONATE CARE

Dennis Macready, President

ACCEPTANCE OF LOAN AND AGREEMENT TO COMPLY WITH LOAN CONDITIONS

I, Dennis Macready, President of Lighthouse Compassionate Care, a Nevada nonprofit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of $59,025.91 made and the conditions imposed upon the loan contained in the Housing Opportunities for Persons With AIDS "HOPWA" Program Agreement to Lighthouse Compassionate Care approved by the City Council of the City of Las Vegas, Nevada on the 8th day of March, 1999, a copy of which is attached hereto and incorporated herein.

Executed this 22nd day of December, 1999.

LIGHTHOUSE COMPASSIONATE CARE

By: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 22nd day of December, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

EXHIBIT "A"

SHORT FORM DEED OF TRUST
(Note not set out)

THIS DEED OF TRUST, made this 8th day of March, 1999, between Lighthouse Compassionate Care, whose principal office is located at 953 East Sahara Avenue, Suite 243, Las Vegas, Nevada 89104, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of $59,025.91 in Federal HOPWA funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOPWA Program Agreement of even date between Trustor and Beneficiary ("Agreement");

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

See Exhibit "B" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOPWA program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property for renters per applicable HOPWA program regulations for a period of 10 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ; Trustor agrees to abide by the HOPWA program rules and regulations, specifically 24 CFR 574; Trustor agrees not to encumber the property in any way during the 10 year period as defined in the HOPWA program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure , the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary $59,025.91 program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that 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 hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that 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 the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "B" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

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The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

LIGHTHOUSE COMPASSIONATE CARE
a Nevada nonprofit corporation

BY: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 22nd day of December, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Annie Macomber
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

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EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I:

UNIT TWENTY-SIX (26) OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29 OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 13, 1990 IN BOOK 900213, AS DOCUMENT NO. 00816, IN THE OFFICE OF THE COUNTY RECORDED OF CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792 AND ANY AMENDMENTS THERETO.

PARCEL II:

AN UNDIVIDED ONE NINETY-SIXTH (1/96) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO THE COMMON AREA SHOWN UPON THE PLAT OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29 OF PLATS AT PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 13, 1990 IN BOOK 900213, AS DOCUMENT NO. 00816, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

PARCEL III:

A NONEXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS AND FOR ALL PURPOSES AS SHOWN IN THE PLAT AND AS DESCRIBED IN THE DECLARATION.

Parcel Number: 162-11-511-026.

Commonly known as 2080 Karen Avenue, #26 in Clark County, Nevada.

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EXHIBIT "C"

HUD INCOME GUIDELINES
U. S. Department of Housing and Urban Development (HUD) Income Guidelines
(February, 1999)

Median Family Income $48,900, Las Vegas EMSA

FAMILY SIZE	INCOME NOT TO EXCEED	
1	80%	29,050
2	80%	33,200
3	80%	37,350
4	80%	41,500
5	80%	44,850

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EXHIBIT "D"
DISCLOSURES OF PRINCIPALS

The principals and partners of Lighthouse Compassionate Care and all persons and entities holding more than 1% interest in Lighthouse Compassionate Care or any principal of Lighthouse Compassionate Care are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Dennis Macready, Pres.	Mirage Resorts, 3400 Las Vegas Blvd. So. Las Vegas, NV 89109	791-7301
2. Sylvia Hutson, V. Pres.	5904 Vegas Drive, LV, NV 89107	309-6477
3. David Settle, Treas.	Pioneer Citizens Bank, 750 E. Warm Springs Las Vegas, NV 89119	914-4604
4. Consuelo Andrews, Sect'y	2930 Heber Ct, LV, NV 89115	459-1362
5. Ron Bell, Director	38 Quail Hollow, Henderson, NV 89014	435-8311
6. Marc Fineman, Director	Purchase Pro, 3291 N. Buffalo Dr. Las Vegas, NV 89128	221-6928
7. Ron Isler, Director	Renaissance Catering, 3999 Renate Dr. Las Vegas, NV	641-0558
8. Jack R. Kelly, Director	512 West Barry, #201 Chicago, Illinois 60657	773-327-5845
9. Dr. Wendy Scheer, Dir.	Progressive Family Health Care 3655 S. Durango Dr., LV, NV 89147	233-3366
10. Frank Shaw, Director	10155 E. Mountain View Rd. Scottsdale, AZ 85258	602-295-4653
11. Darlene Morningstar, Dir.	LV Metro Police Department	

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

LIGHTHOUSE COMPASSIONATE CARE

By: _____

Its: BOD president

Subscribed and sworn to before me this

22nd Day of December, 1999.

Annette Schmit

Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 9705011
My Appt. Expires Mar. 5, 2001

ESCROW #863385LAC
APN: 162-26-512-050

SHORT FORM DEED OF TRUST
(Note not set out)

THIS DEED OF TRUST, made this 8th day of March, 1999, between Lighthouse Compassionate Care, whose principal office is located at 953 East Sahara Avenue, Suite 243, Las Vegas, Nevada 89104, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of $59,025.91 in Federal HOPWA funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOPWA Program Agreement of even date between Trustor and Beneficiary ("Agreement");

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

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOPWA program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property for renters per applicable HOPWA program regulations for a period of 10 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ; Trustor agrees to abide by the HOPWA program rules and regulations, specifically 24 CFR 574; Trustor agrees not to encumber the property in any way during the 10 year period as defined in the HOPWA program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure , the restrictions on leasing, subleasing and other occupancy of the

property contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the 10 year period. Upon such revival, the restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived restrictions shall apply only to the unit so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary $59,025.91 HOPWA program funds if the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that 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 hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that 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 the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

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CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
FIRST AMERICAN TITLE COMPANY OF
12-30-1999 14:51 CPD 4
BOOK: 991230 INST: 01451
FEE: 10.00 RPTT: .00
TRUST DEED
CONFORMED COPY-HAS NOT BEEN COMPARED TO THE ORIGINAL

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

LIGHTHOUSE COMPASSIONATE CARE
a Nevada nonprofit corporation

BY: _____
Dennis Macready, President

State of Nevada)
County of Clark)

On this 22nd day of December, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public State of Nevada
Appointment No. 97050111
My Appt. Expires Mar. 5, 2001

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Annie Macomber
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

ATTACHMENT "1"

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I:

UNIT TWENTY-SIX (26) OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29 OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 13, 1990 IN BOOK 900213, AS DOCUMENT NO. 00816, IN THE OFFICE OF THE COUNTY RECORDED OF CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792 AND ANY AMENDMENTS THERETO.

PARCEL II:

AN UNDIVIDED ONE NINETY-SIXTH (1/96) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO THE COMMON AREA SHOWN UPON THE PLAT OF VALLEY DEL PARADISO, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE N.R.S. 117.020 RECORDED IN BOOK 29 OF PLATS AT PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 13, 1990 IN BOOK 900213, AS DOCUMENT NO. 00816, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS (ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF VALLEY DEL PARADISO) RECORDED MAY 11, 1983 IN BOOK 1732 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 1691792, AND ANY AMENDMENTS THERETO.

PARCEL III:

A NONEXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS AND FOR ALL PURPOSES AS SHOWN IN THE PLAT AND AS DESCRIBED IN THE DECLARATION.

Parcel Number: 162-11-511-026.

Commonly known as 2080 Karen Avenue, #26 in Clark County, Nevada.

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ATTACHMENT "2"

REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded December as Document No. 1451 in Book No. 991230 of Official Records, Clark County, 30, 1999 Nevada, and describing land therein as:

SEE ATTACHMENT "1"

Executed by Lighthouse Compassionate Care as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas, Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

LIGHTHOUSE COMPASSIONATE CARE

Dennis Macready, President

Dated: December 22, 1999

State of Nevada)
County of Clark)

On this 22nd day of December, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Dennis Macready as Board President, 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.

Annette Schmit
Notary Public

ANNETTE SCHMIT
Notary Public, State of Nevada
Appointment No. 97050111
My Appt. Expires Mar. 5, 2001

WHEN RECORDED MAIL TO

City of Las Vegas
Attention: Annie Macomber
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
FIRST AMERICAN TITLE COMPANY OF
12-30-1999 14:51 CPD 1
BOOK: 991230 INST: 01452
FEE: 7.00 RPTT: .00
REQUEST NOTICE
CONFORMED COPY-HAS NOT BEEN COMPARED TO THE ORIGINAL

APN: 162-26-512-050
ESCROW #: 863385 LAC

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and Lighthouse Compassionate Care

THIS AGREEMENT, made and entered into this 8th day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Lighthouse Compassionate Care, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as PROVIDER, whose primary mailing address at the date of execution is 953 East Sahara Ave., Suite 243, Las Vegas, NV 89104.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a private nonprofit organization which has established a program which provides transitional housing for homeless individuals and families who are infected/affected with HIV/AIDS; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $56,700.00 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Case management, client advocate, supportive services, housing information services, maintain housing units to prevent homelessness of those living with HIV/AIDS and their families.

Tasks to be Performed:

Weekly one-on-one case management. Weekly support group sessions for clients and their families.

Maintenance and operations of transitional housing units

Level of Service to be Provided:

A re-training/re-entry program especially designed for the clients who are physically able to work.

Measurable Goals for Grant period:

Lighthouse's goal is to serve 252 individuals with housing information, and through their transitional housing program units by assisting them with the tools to become self-sufficient and productive citizens.

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999 or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROVIDER Program rendered in accordance with this Agreement from July 1, 1999, or the date first written above, through June 30, 2001. The CITY shall bear no liability to fund or provide payment for PROVIDER program services in the event that no HOPWA grant award funds are received during fiscal years 1999-2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROVIDER program expenses incurred after July 1, 1999, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROVIDER conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

C. INDEMNIFICATION

PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses

incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

PROVIDER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, PROVIDER'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

G. INSURANCE

If PROVIDER uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of $1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES
24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES
24 CFR 574.615

PROVIDER will comply with this section, which prohibits the use of HOPWA funds 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.

HATCH ACT
CHAPTER 15, TITLE 5, U.S. CODE

PROVIDER 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 85

PROVIDER agrees that 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 PROVIDER with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROVIDER," 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 PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROVIDER provided that written notification is given to the Neighborhood Services Director and that PROVIDER certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS
24 CFR 574.605

"PROVIDERS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROVIDER shall carry out its activities in compliance with all Federal laws and regulations, except that PROVIDER will not assume the CITY'S environmental responsibilities. PROVIDER understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

   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 PROVIDER to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. SECTION 109 OF THE ACT
   AGE DISCRIMINATION ACT of 1975
   SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

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3. LABOR STANDARDS & DAVIS BACON ACT

Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

4. ENVIRONMENTAL STANDARDS

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

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

PROVIDER 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.

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

PROVIDER 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

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 SUBRECIPIENTS

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

PROVIDER shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

11. CONFLICT OF INTEREST
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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROVIDER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45

CFR Part 76, Subpart F, which requires that PROVIDER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, PROVIDER shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROVIDER 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 PROVIDER 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.

J. AMERICANS WITH DISABILITIES ACT

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

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received

$25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive $300,000 in federal funds for two consecutive years conduct an A-133 audit.

In order to ensure compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires agencies receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. The audited financial statement is due within six months after the end of the agency's second year.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

C. 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 PROVIDER by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

E. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROVIDER shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The PROVIDER shall submit a completed Request for Reimbursement form with selected copies of requested documentation and computer print-outs attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this

Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY'S HOPWA Program. An extension of the June 30th deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROVIDER.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and

computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROVIDER may retain such funds provided that PROVIDER notifies the CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at 953 East Sahara Ave., Suite 243, Las Vegas, NV 89104.

C. 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

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

City of Las Vegas

Oscar B. Goodman, Mayor

Attest:

Barbara Jo Ronemus, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

Approved As To Form:

6/24/99
Date

Council Approval Date:
March 8, 1999

Lighthouse Compassionate Care

By: _____
Robert Krugger, President
Dennis Macready

Attest:

By: _____

EXHIBIT "A"

Lighthouse Compassionate Care

Budget

Lighthouse Compassionate Care services will be provided in accordance with the following budget:

Supportive Services:	
Case Manager/client advocate	$ 38,000
Operating Costs:	
Housing maintenance, utilities, insurance and homeowner's fees	15,000
Administrative Expenses	3,700
TOTAL GRANT AWARD	**$ 56,700**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and Aid For AIDS of Nevada

THIS AGREEMENT, made and entered into this 8th day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Aid For AIDS of Nevada, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as PROVIDER, whose primary mailing address at the date of execution is 2300 S. Rancho Drive, Suite 211, Las Vegas, NV 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a private nonprofit organization which has established a program which provides Short Term Housing Assistance; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $481,500 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

This program will provide housing assistance to persons living with HIV and AIDS in the form of direct financial assistance for short term (6 to 12 months) rental and mortgage payment assistance, to prevent homelessness.

Tasks to be Performed:

Case management, housing assistance and supportive services

Level of Service to be Provided:

- AFAN will seek to provide 125 households with a minimum of $300 per month in short term rental, mortgage or related housing expenses.
- Provide move-in grants of up to $1,000.
- Catch-up grants to assist individuals who have fallen behind on their rent, mortgage or utilities.
- Pay telephone assistance grants up to $50 per month.

Measurable Goals for Grant period:

Assist 450 HIV/AIDS individuals with housing assistance, and 1,909 individuals with housing information services.

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999 or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROVIDER Program rendered in accordance with this Agreement from July 1, 1999, or the date first written above, through June 30, 2001. The CITY shall bear no liability to fund or provide payment for PROVIDER program services in the event that no HOPWA grant award funds are received during fiscal years 1999-2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROVIDER program expenses incurred after July 1, 1999, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROVIDER conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

C. INDEMNIFICATION

PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

PROVIDER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

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Projects and programs 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

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At any time during normal business hours, PROVIDER'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

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III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES
24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

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PROVIDER will comply with this section, which prohibits the use of HOPWA funds 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.

HATCH ACT
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PROVIDER 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.

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24 CFR PART 85

PROVIDER agrees that 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 PROVIDER with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROVIDER," that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
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Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROVIDER provided that written notification is given to the Neighborhood Services Director and that PROVIDER certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

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"PROVIDERS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

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1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

   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 PROVIDER to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. SECTION 109 OF THE ACT
   AGE DISCRIMINATION ACT of 1975
   SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

3. LABOR STANDARDS & DAVIS BACON ACT

   Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies.

Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

4. ENVIRONMENTAL STANDARDS

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

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

PROVIDER 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.

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

PROVIDER 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

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 SUBRECIPIENTS

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

PROVIDER shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

11. CONFLICT OF INTEREST
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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROVIDER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROVIDER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, PROVIDER shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROVIDER 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 PROVIDER 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.

J. AMERICANS WITH DISABILITIES ACT

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

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive $300,000 in federal funds for two consecutive years conduct an A-133 audit.

In order to ensure compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires agencies receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. The audited financial statement is due within six months after the end of the agency's second year.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

C. 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 PROVIDER by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

E. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROVIDER shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The PROVIDER shall submit a completed Request for Reimbursement form with selected copies of requested documentation and computer print-outs attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses

which are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY'S HOPWA Program. An extension of the June 30th deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROVIDER.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for

cash, the PROVIDER may retain such funds provided that PROVIDER notifies the CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at 2300 Rancho, Suite 211, Las Vegas, NV 89102.

C. 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

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

City of Las Vegas

By: _____
Mayor

Attest:

_____
Barbara Jo Ronemus, City Clerk

Approved As To Form:

_____ 6/24/99
Date

Council Approval Date:
March 8, 1999

Aid For AIDS of Nevada

By: _____
David R. Parks, President

Attest:

By: _____

EXHIBIT "A"

Aid for AIDS of Nevada (AFAN)

Budget

AFAN's services will be provided in accordance with the following budget:

Homeless Prevention:	
Short term rent, mortgage and utility payments	$ 450,000
Administrative Expenses (7% Max.)	$ 31,500
TOTAL GRANT AWARD	**$ 481,500**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and Golden Rainbow

THIS AGREEMENT, made and entered into this 8th day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Golden Rainbow, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as PROVIDER, whose primary mailing address at the date of execution is 1111 Desert Lane, Las Vegas, NV 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a private nonprofit organization which has established a program which provides housing and utility assistance to infected/affected people living with HIV/AIDS; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $85,000.00 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide emergency assistance to the HIV/AIDS community and non-substantial rehabilitation of the agency's housing units.

Tasks to be Performed:

Pay rent/mortgage , essential utilities, and insurance, if not covered elsewhere. General upkeep of housing units, including replacing old furnishings.

Level of Service to be Provided:

Increase number of clients receiving assistance.,

Measurable Goals for Grant period:

Provide services for 200 individuals and 5 families.

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. Non-substantial rehabilitation, under HUD regulation 24 CFR, Part 574, means the housing unit must be used for the designated purpose for a period of not less than three (3) years.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999, or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROVIDER Program rendered in accordance with this Agreement from July 1, 1999, or the date first written above, through June 30, 2001. The CITY shall bear no liability to fund or provide payment for PROVIDER program services in the event that no HOPWA grant award funds are received during fiscal years 1999-2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROVIDER program expenses incurred after July 1, 1999, but prior to execution of this

Agreement may be reimbursed upon approval of the City and contingent upon PROVIDER conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

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PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

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   AGE DISCRIMINATION ACT of 1975
   SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

3. LABOR STANDARDS & DAVIS BACON ACT

   Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

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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

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

PROVIDER 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.

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

PROVIDER 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.

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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.

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PROVIDER shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

11. CONFLICT OF INTEREST
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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROVIDER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROVIDER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

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J. AMERICANS WITH DISABILITIES ACT

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

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive $300,000 in federal funds for two consecutive years conduct an A-133 audit.

In order to ensure compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires agencies receiving annual federal funding of $50,000 or more for two consecutive years to submit an

audited financial statement. The audited financial statement is due within six months after the end of the agency's second year.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

C. 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 PROVIDER by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

E. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROVIDER shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The PROVIDER shall submit a completed Request for Reimbursement form with selected copies of requested documentation and computer print-outs attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY'S HOPWA Program. An extension of the June 30th deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROVIDER.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROVIDER may retain such funds provided that PROVIDER notifies the CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at 1111 Desert Lane, Las Vegas, NV 89102.

C. 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

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

City of Las Vegas

Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Council Approval Date: March 8, 1999

Approved As To Form J. Pontiello 6/24/99

Golden Rainbow

Lee Plotkin, President

Attest:

By: Sue Ann Melfi

EXHIBIT "A"

Golden Rainbow

Budget

Golden Rainbow's Emergency Assistance Program will be provided in accordance with the following budget:

Housing Assistance:	
Rent/mortgage and essential utilities	$ 30,000
Supportive Services:	
Medical/health services	$ 39,750
Non-substantial Housing Rehab:	
Replace worn out furnishings in housing units	$ 10,000
Administrative Expenses (7% Max.)	$ 5,250
TOTAL GRANT AWARD	**$ 85,000**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and Healthy Families Project

THIS AGREEMENT, made and entered into this 8th day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Healthy Families Project, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as PROVIDER, whose primary mailing address at the date of execution is 2500 Apricot Lane, Las Vegas, NV 89108.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a private nonprofit organization which has established a program which provides services to women and their children infected with HIV disease; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $35,000 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Provide gender specific services which assists HIV infected women in accessing medical care, transportation, child care and other applicable programs.

Tasks to be Performed:

Hire a full time consumer advocate/case manager.

Level of Service to be Provided:

Provide assessment, case management planning and consumer advocacy to access the services.

Measurable Goals for Grant period:

Provide services for twenty (20) women.

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999 or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROVIDER Program rendered in accordance with this Agreement from July 1, 1999, or the date first written above, through June 30, 2001. The CITY shall bear no liability to fund or provide payment for PROVIDER program services in the event that no HOPWA grant award funds are received during fiscal years 1999-2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROVIDER program expenses incurred after July 1, 1999, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROVIDER conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

C. INDEMNIFICATION

PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

PROVIDER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, PROVIDER'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

G. INSURANCE

If PROVIDER uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of $1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES
24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES
24 CFR 574.615

PROVIDER will comply with this section, which prohibits the use of HOPWA funds 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.

HATCH ACT
CHAPTER 15, TITLE 5, U.S. CODE

PROVIDER 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 85

PROVIDER agrees that 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 PROVIDER with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROVIDER," 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 PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROVIDER provided that written notification is given to the Neighborhood Services Director and that PROVIDER certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS
24 CFR 574.605

"PROVIDERS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROVIDER shall carry out its activities in compliance with all Federal laws and regulations, except that PROVIDER will not assume the CITY'S environmental responsibilities. PROVIDER understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

   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 PROVIDER to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. SECTION 109 OF THE ACT
   AGE DISCRIMINATION ACT of 1975
   SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

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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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

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In order to ensure compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires agencies receiving annual federal funding of $50,000 or more for two consecutive yeas to submit an audited financial statement. The audited financial statement is due within six months after the end of the agency's second year.

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All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

C. 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 PROVIDER by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

E. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROVIDER shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

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The PROVIDER shall submit a completed Request for Reimbursement form with selected copies of requested documentation and computer print-outs attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY'S HOPWA Program. An extension of the June 30th deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROVIDER.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

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3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the

PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROVIDER may retain such funds provided that PROVIDER notifies the CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at 2500 Apricot Lane, Las Vegas, NV 89108.

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C. 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

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

City of Las Vegas

Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Council Approval Date: March 8, 1999

Approved As To Form: J. Pontello 6/24/99

Healthy Families Project

Lillian McMorris, President

Attest:

By: _____

EXHIBIT "A"

Healthy Families Project

Budget

Healthy Families Project's "Positive Women's Network" program will provide services in accordance with the following budget:

Emergency Resource Services:

Consumer advocate/case manager for HIV/AIDS infected/affected women and children	$ 32,550
Administrative Expenses (7% Max.)	2,450
TOTAL GRANT AWARD	**$ 35,000**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and HELP of Southern Nevada

THIS AGREEMENT, made and entered into this 8th day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and HELP of Southern Nevada, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as PROVIDER, whose primary mailing address at the date of execution is 953-35B E. Sahara Ave., Suite 208, Las Vegas, NV 89104.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a private nonprofit organization which has established a program which provides information and referral service; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $7,500.00 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

To assist the HIV/AIDS clients by referring them to the appropriate agency in order for them to access services to prevent them from becoming homeless.

Tasks to be Performed:

Expand in-take questionnaire to include HIV/AIDS in the disabilities area, and add HIV/AIDS assistance on the "HELP" flyer.

Level of Service to be Provided:

Information and referral program for HIV/AIDS clients

Measurable Goals for Grant period:

Estimate of 670 people to be served

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999 or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROVIDER Program rendered in accordance with this Agreement from July 1, 1999, or the date first written above, through June 30, 2001. The CITY shall bear no liability to fund or provide payment for PROVIDER program services in the event that no HOPWA grant award funds are received during fiscal years 1999-2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROVIDER program expenses incurred after July 1, 1999, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROVIDER conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

C. INDEMNIFICATION

PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

PROVIDER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating

hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, PROVIDER'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

G. INSURANCE

If PROVIDER uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of $1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES
24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES
24 CFR 574.615

PROVIDER will comply with this section, which prohibits the use of HOPWA funds 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.

HATCH ACT
CHAPTER 15, TITLE 5, U.S. CODE

PROVIDER 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 85

PROVIDER agrees that 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 PROVIDER with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROVIDER," 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 PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROVIDER provided that written notification is given to the Neighborhood Services Director and that PROVIDER certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS
24 CFR 574.605

"PROVIDERS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROVIDER shall carry out its activities in compliance with all Federal laws and regulations, except that PROVIDER will not assume the CITY'S environmental responsibilities. PROVIDER understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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 PROVIDER to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

3. LABOR STANDARDS & DAVIS BACON ACT

Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

4. ENVIRONMENTAL STANDARDS

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

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

PROVIDER 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.

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

PROVIDER 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

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 SUBRECIPIENTS

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.

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10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

PROVIDER shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

11. CONFLICT OF INTEREST
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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROVIDER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROVIDER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, PROVIDER shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROVIDER 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 PROVIDER 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.

J. AMERICANS WITH DISABILITIES ACT

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

IV. 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 "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."

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1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROVIDER may retain such funds provided that PROVIDER notifies the CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-

HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at 953-35B E. Sahara Ave., Suite 208, Las Vegas, NV 89104

C. 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

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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

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

City of Las Vegas

Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Council Approval Date: March 8, 1999

Approved As To Form J. Ponticello 6/21/99

HELP of Southern Nevada

Deni L. Conrad, Executive Director

Attest:

By: Maribel Rosales

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARIBEL ROSALES
Appt. No. 96-2643-1
My Appointment Expires April 19,2000

EXHIBIT "A"

HELP of Southern Nevada

Budget

HELP of Southern Nevada services will be provided in accordance with the following budget.

Emergency Resource Services:

Vouchers for housing, food or gas, and other essential services.	$ 7,500
TOTAL GRANT AWARD	$ 7,500

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and Mohave County Health Department

THIS AGREEMENT, made and entered into this 8th day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Mohave County Health Department, a government agency authorized to do business in the State of Arizona, hereinafter referred to as PROVIDER, whose primary mailing address at the date of execution is PO Box 7000, Kingman, AZ 86402-7000.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a government agency which has established a program which provides health services, transportation and rental assistance for individuals with HIV/AIDS; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $50,000 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Supportive services: health services, drug and alcohol abuse treatment, assistance in gaining access to government benefits and services. Housing assistance: short-term rent, mortgage and utility payments.

Tasks to be Performed:

Case management, transportation, housing assistance and supportive services.

Level of Service to be Provided:

In addition to above tasks, transportation will be provided for HIV/AIDS clients for medical appointments, support group meetings, and trips to the pharmacy. Additionally, transportation for an Infectious Disease Specialist contracted by Mohave County for residents with AIDS.

Measurable Goals for Grant period:

Assist the estimated 20 persons and 7 families in Mohave County who are afflicted with HIV/AIDS.

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999 or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROVIDER Program rendered in accordance with this Agreement from July 1, 1999, or the date first written above, through June 30, 2001. The CITY shall bear no liability to fund or provide payment for PROVIDER program services in the event that no HOPWA grant award funds are received during fiscal years 1999-2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROVIDER program expenses incurred after July 1, 1999, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROVIDER conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

C. INDEMNIFICATION

PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

PROVIDER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, PROVIDER'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

G. INSURANCE

If PROVIDER uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of $1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES
24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES

24 CFR 574.615

PROVIDER will comply with this section, which prohibits the use of HOPWA funds 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.

HATCH ACT
CHAPTER 15, TITLE 5, U.S. CODE

PROVIDER 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 85

PROVIDER agrees that 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 PROVIDER with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROVIDER," 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 PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROVIDER provided that written notification is given to the Neighborhood Services Director and that PROVIDER certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS
24 CFR 574.605

"PROVIDERS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROVIDER shall carry out its activities in compliance with all Federal laws and regulations, except that PROVIDER will not assume the CITY'S environmental responsibilities. PROVIDER understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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 PROVIDER to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. SECTION 109 OF THE ACT
AGE DISCRIMINATION ACT of 1975
SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

3. LABOR STANDARDS & DAVIS BACON ACT

Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

4. ENVIRONMENTAL STANDARDS

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

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

PROVIDER 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.

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

PROVIDER 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

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 SUBRECIPIENTS

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.

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10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

PROVIDER shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

11. CONFLICT OF INTEREST
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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROVIDER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROVIDER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, PROVIDER shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROVIDER 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 PROVIDER 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.

J. AMERICANS WITH DISABILITIES ACT

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

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive $300,000 in federal funds for two consecutive years conduct an A-133 audit.

In order to ensure compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires agencies receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. The audited financial statement is due within six months after the end of the agency's second year.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

C. 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 PROVIDER by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

E. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROVIDER shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The PROVIDER shall submit a completed Request for Reimbursement form with selected copies of requested documentation and computer print-outs attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY'S HOPWA Program. An extension of the June 30th deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROVIDER.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROVIDER may retain such funds provided that PROVIDER notifies the CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at PO Box 7000, Kingman, AZ 86402-7000.

C. 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

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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

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

City of Las Vegas

By: _____
Mayor

Attest:

_____
Barbara Jo Ronemus, City Clerk

Approved As To Form:

_____ 6/24/99
Date

Council Approval Date:
March 8, 1999

Mohave County Health Department

By: _____
James Zaborsky, Chairman
Mohave County Board of Supervisors

Attest:

_____

BOARD OF SUPERVISORS MOHAVE CO. ARIZONA DITAT DEUS

EXHIBIT "A"

Mohave County Department of Health and Social Services

Budget

Mohave County Health Department services will be provided in accordance with the following budget.

Supportive Services:	
Services including , but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, nutritional services, intensive care when required, and one third of the costs of a case manager.	$ 16,800
Tenant based rental and utility assistance, including assistance for shared housing arrangements.	29,800
Administrative (7% Max.)	3,400
TOTAL GRANT AWARD	**$ 50,000**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and Nevada Association of Latin Americans, Inc.

THIS AGREEMENT, made and entered into this 8th of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Nevada Association of Latin Americans, Inc. a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as PROVIDER, whose primary mailing address at the date of execution is 323 N. Maryland Parkway, Las Vegas, NV 89101-3130.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a private nonprofit organization which has established a program which provides homeless prevention services for Hispanic, monolingual and limited English speaking clients who are infected/affected with HIV/AIDS; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $100,000.00 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

This program will provide housing assistance to persons living with HIV/AIDS in the form of direct financial assistance for short term rental and mortgage payments to prevent homelessness.

Tasks to be Performed:

Case management, housing assistance and supportive services.

Level of Service to be Provided:

Payments for rent/mortgage and utilities, emergency medical needs and to provide food and clothing.

Measurable Goals for Grant period:

Assist an estimated 300 HIV/AIDS infected individuals.

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999 or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROVIDER Program rendered in accordance with this Agreement from July 1, 1999, or the date first written above, through June 30, 2001. The CITY shall bear no liability to fund or provide payment for PROVIDER program services in the event that no HOPWA grant award funds are received during fiscal years 1999-2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROVIDER program expenses incurred after July 1, 1999, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROVIDER conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

C. INDEMNIFICATION

PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

PROVIDER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, PROVIDER'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

G. INSURANCE

If PROVIDER uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of $1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES
24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES
24 CFR 574.615

PROVIDER will comply with this section, which prohibits the use of HOPWA funds 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.

HATCH ACT
CHAPTER 15, TITLE 5, U.S. CODE

PROVIDER 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 85

PROVIDER agrees that 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 PROVIDER with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROVIDER," 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
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Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROVIDER provided that written notification is given to the Neighborhood Services Director and that PROVIDER certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF OMB CIRCULARS
24 CFR 574.605

"PROVIDERS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROVIDER shall carry out its activities in compliance with all Federal laws and regulations, except that PROVIDER will not assume the CITY'S environmental responsibilities. PROVIDER understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

   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 PROVIDER to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. SECTION 109 OF THE ACT
   AGE DISCRIMINATION ACT of 1975
   SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

3. LABOR STANDARDS & DAVIS BACON ACT

   Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

4. ENVIRONMENTAL STANDARDS

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

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

PROVIDER 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.

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

PROVIDER 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

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.

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9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

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

PROVIDER shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

11. CONFLICT OF INTEREST
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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROVIDER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROVIDER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, PROVIDER shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROVIDER 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 PROVIDER 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.

J. AMERICANS WITH DISABILITIES ACT

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

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive $300,000 in federal funds for two consecutive years conduct an A-133 audit.

In order to ensure compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires agencies receiving annual federal funding of $50,000 or more for two consecutive years to submit an

audited financial statement. The audited financial statement is due within six months after the end of the agency's second year.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

C. 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 PROVIDER by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

E. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROVIDER shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The PROVIDER shall submit a completed Request for Reimbursement form with selected copies of requested documentation and computer print-outs attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are HOPWA-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY'S HOPWA Program. An extension of the June 30th deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROVIDER.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROVIDER may retain such funds provided that PROVIDER notifies the CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at 323 N. Maryland Parkway, Las Vegas, NV 89101-3130.

C. 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

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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

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

City of Las Vegas

Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Council Approval Date: March 8, 1999

Approved As To Form: 12/24/99

Nevada Association of Latin Americans, Inc.

Davey R. Garlinton, Chairperson
C/o ZULLIE FRANCO, PRESIDENT & CEO

Attest:

By:

EXHIBIT "A"

Nevada Association of Latin Americans, Inc.

Budget

Nevada Association of Latin Americans, Inc. services will be provided in accordance with the following budget.

Supportive Services:	
Services including , but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, nutritional services, assistance in gaining access to local, State, and Federal government benefits and services.	$ 47,000
Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling.	46,000
Administrative Expenses (7% Max.)	7,000
TOTAL GRANT AWARD	**$ 100,000**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and Pahrump Family Resource Center

THIS AGREEMENT, made and entered into this 8th day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Pahrump Family Resource Center, a family resource center authorized under NRS Chapter 430A, hereinafter referred to as PROVIDER, whose primary mailing address at the date of execution is 484 West Street, Pahrump, Nevada 89048.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a private nonprofit organization which has established a program which provides direct client services to prevent homelessness of individuals infected/affected with HIV/AIDS; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $15,000.00 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Short term rent/mortgage and utility payments to prevent homelessness, supportive services, and group counseling for those living with HIV/AIDS.

Tasks to be Performed:

Case management, housing assistance and supportive services.

Level of Service to be Provided:

Support group meetings , direct client services, permanent housing placement, assistance in gaining access to local, State and Federal government benefits and services.

Measurable Goals for Grant period:

Assist an estimated 15 individuals infected/affected with HID/AIDS.

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999 or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

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PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

C. INDEMNIFICATION

PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

PROVIDER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs 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. Said representatives will be announced, at a

minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, PROVIDER'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

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The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

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24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES
24 CFR 574.615

PROVIDER will comply with this section, which prohibits the use of HOPWA funds 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.

HATCH ACT
CHAPTER 15, TITLE 5, U.S. CODE

PROVIDER 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.

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24 CFR PART 85

PROVIDER agrees that 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 PROVIDER with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROVIDER," 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 PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROVIDER provided that written notification is given to the Neighborhood Services Director and that PROVIDER certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

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24 CFR 574.605

"PROVIDERS" shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS

PROVIDER shall carry out its activities in compliance with all Federal laws and regulations, except that PROVIDER will not assume the CITY'S environmental responsibilities. PROVIDER understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

   FAIR HOUSING ACT
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   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 PROVIDER to use Federally-funded property for the purpose for which the Federal funds were awarded.

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   AGE DISCRIMINATION ACT of 1975
   SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

3. LABOR STANDARDS & DAVIS BACON ACT

   Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

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

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

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PROVIDER 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.

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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.

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PROVIDER shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

11. CONFLICT OF INTEREST
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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROVIDER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROVIDER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

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H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, PROVIDER shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROVIDER 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 PROVIDER 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.

J. AMERICANS WITH DISABILITIES ACT

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

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive $300,000 in federal funds for two consecutive years conduct an A-133 audit.

In order to ensure compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires agencies receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. The audited financial statement is due within six months after the end of the agency's second year.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

C. 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 PROVIDER by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

E. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROVIDER shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The PROVIDER shall submit a completed Request for Reimbursement form with selected copies of requested documentation and computer print-outs attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are HOPWA-ineligible or which are not within the scope of this Agreement.

Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY'S HOPWA Program. An extension of the June 30th deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROVIDER.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROVIDER may retain such funds provided that PROVIDER notifies the

CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at 484 West Street, Pahrump, NV 89048.

C. 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

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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

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

City of Las Vegas

Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Approved As To Form:

6/24/99
Date

Pahrump Family Resource Center

By:
Linda Fitzgibbons, Chairperson
Neighborhood Council

Authorized And Approved by:

Nye County School District,
Fiscal Agent To Pahrump Family Resource Center

By: 7-2-99
Bill Merrell, Director
Business and Finance

EXHIBIT "A"

Pahrump Family Resource Center

Budget

Pahrump Family Resource Center services will be provided in accordance with the following budget.

Supportive Services:	
Services including , but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, nutritional services, assistance in gaining access to local, State, and Federal government benefits and services.	$ 5,580
Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling.	8,370
Administrative Expenses (7% Max.)	1,050
TOTAL GRANT AWARD	**$ 15,000**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the City of Las Vegas and REACH OUT

THIS AGREEMENT, made and entered into this 8th day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and REACH OUT, a nonprofit corporation duly organized under the laws of the State of Nevada, herein referred to as PROVIDER, whose primary mailing address at the date of execution is 1522 Pinto Lane, Las Vegas, NV. 89106.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. 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 localities 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 referred to as "HIV/AIDS") and their families;

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for housing assistance and supportive services; and

WHEREAS, the City, as the Entitlement Grantee for the HOPWA program is responsible for planning, administration, implementation and evaluation of the HOPWA program; and

WHEREAS, the City desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County and Nye County, Nevada and Mohave County, Arizona (hereinafter referred to as the "eligible metropolitan statistical area" or "EMSA"); and

WHEREAS, the City desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals and/or families with HIV/aids in the EMSA; and

WHEREAS, PROVIDER is a private nonprofit organization which has established a program which provides daycare for HIV/AIDS infected and affected children; and

WHEREAS, the City desires to have the PROVIDER utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROVIDER desires to utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

Subject to the actual receipt of funds by the City, the City will provide up to $202,833.00 in HOPWA program funds to the PROVIDER to provide supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A", attached.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be Provided*

Purpose of Services:

Preschool and daycare center for children affected by HIV/AIDS.

Tasks to be Performed:

Case management and supportive services.

Level of Service to be Provided:

Counseling, medical referrals, clothing bank, food bank, parent support group and women's support group referral.

Measurable Goals for Grant period:

Assist an estimated 75 children and their families who are infected/affected with HIV/AIDS.

PROVIDER hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

C. CLIENT DATA

PROVIDER will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 1999 or the first program commencement date, until June 30, 2001, unless this Agreement is modified at the express written consent of the CITY and PROVIDER. A monthly or quarterly narrative and client data report ("Reports") shall accompany each Request for Reimbursement of funds. Failure to submit said Reports in a timely manner may delay reimbursement to PROVIDER for grant-eligible Program expense. Records and Reports shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients served. (Clients may be counted twice if there has been a 90 day gap in services.)

2) Overall clients served within the EMSA. New clients plus previous clients for the Program year(s).

3) Statement of Program goals cited in PROVIDER application and measurable accomplishments toward achieving said goals through reporting date of said report.

These Reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of PROVIDER against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by PROVIDER within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for HOPWA funding of PROVIDER Program rendered in accordance with this Agreement from July 1, 1999, or the date first written above, through June 30, 2001. The CITY shall bear no liability to fund or provide payment for PROVIDER program services in the event that no HOPWA grant award funds are received during fiscal years 1999-2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROVIDER program expenses incurred after July 1, 1999, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROVIDER conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

PROVIDER shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROVIDER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROVIDER has requested financial support of the CITY to enable PROVIDER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROVIDER, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for HOPWA funding.

C. INDEMNIFICATION

PROVIDER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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. PROVIDER's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

PROVIDER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating

hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, PROVIDER'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

G. INSURANCE

If PROVIDER uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of $1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES
24 CFR 574.300

Limitations of assistance to primarily religious organizations. - (1) Provision of assistance. Assistance may be provided under this part by a project sponsor that is a primarily religious organization if the organization agrees to provide all eligible activities under this Program in a manner that is free from religious influences.

B. POLITICAL ACTIVITIES
24 CFR 574.615

PROVIDER will comply with this section, which prohibits the use of HOPWA funds 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.

HATCH ACT
CHAPTER 15, TITLE 5, U.S. CODE

PROVIDER 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 85

PROVIDER agrees that 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 PROVIDER with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROVIDER," 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 PART 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROVIDER provided that written notification is given to the Neighborhood Services Director and that PROVIDER certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

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   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 PROVIDER to use Federally-funded property for the purpose for which the Federal funds were awarded.

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   AGE DISCRIMINATION ACT of 1975
   SECTION 504 OF THE 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 Housing Opportunities for Persons With AIDS funds.

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   Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

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

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

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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.

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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.

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PROVIDER shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds.

11. CONFLICT OF INTEREST
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 PROVIDER who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted, or who are 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.

G. DRUG-FREE WORKPLACE

As a recipient of HOPWA funds, and in connection with services offered, the PROVIDER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROVIDER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

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H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, PROVIDER shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROVIDER 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 PROVIDER 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.

J. AMERICANS WITH DISABILITIES ACT

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

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive $300,000 in federal funds for two consecutive years conduct an A-133 audit.

In order to ensure compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires agencies receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. The audited financial statement is due within six months after the end of the agency's second year.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by computer print-outs of properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and suitability of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible.

C. 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 PROVIDER by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires.

E. PROGRAM BUDGET

Expenses eligible for reimbursement by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. PROVIDER shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The PROVIDER shall submit a completed Request for Reimbursement form with selected copies of requested documentation and computer print-outs attached. The CITY shall reimburse for valid expenses for approved Project budget identified in Exhibit "A" of this Agreement. Before reimbursing for such expenses, the CITY will review expenses to determine their consistency with the approved budget, and the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are HOPWA-ineligible or which are not within the scope of this Agreement.

Reimbursement requests shall include client data reports and program narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY'S HOPWA Program. An extension of the June 30th deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. Computer accounting records shall be maintained by PROVIDER.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROVIDER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROVIDER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROVIDER may retain such funds provided that PROVIDER notifies the

CITY in writing, and that PROVIDER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the PROVIDER must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROVIDER must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

PROVIDER 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. TERMINATION

If PROVIDER fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than thirty (30) days before the effective date of such termination and sent to PROVIDER at 1522 Pinto Lane, Las Vegas, NV 89106.

C. 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

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

City of Las Vegas

Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Approved As To Form:

10/24/99
Date

REACH OUT

By:

Jim Christensen, M.D.
Chairman

Attest:

By:

EXHIBIT "A"

REACH OUT

Budget

REACH OUT services will be provided in accordance with the following budget.

Supportive Services:	
Services including , but not limited to, daycare operations, case management and counseling, resource identification and assistance in gaining access to local, State, and Federal government benefits and services.	$ 188,643
Administrative Expenses (7% Max.)	$ 14,190
TOTAL GRANT AWARD	**$ 202,833**

CITY COUNCIL
MEETING OF
MARCH 8, 1999

City of Las Vegas

AGENDA & MINUTES

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM		ACTION
	NEIGHBORHOOD SERVICES - DISCUSSION	
74	**Public Hearing**: Discussion and possible action to allocate $152,000 in FY99/00 U. S. Department of Housing and Urban Development (HUD) Emergency Shelter Grant (ESG) funds to non-profit agencies serving the homeless	**REESE - APPROVED as recommended, excluding the allocation to Catholic Charities - UNANIMOUS with JONES excused** **ADAMSEN - APPROVED the allocation to Catholic Charities as recommended - motion carried with McDONALD, BROWN, and REESE abstaining to avoid any possible conflict because they have not paid an outstanding bill to their attorney who is a member of the Board of Directors of Catholic Community Services and JONES excused** ****** SHARON SEGERBLOM, Director, Neighborhood Services, was present. CITY ATTORNEY JERBIC noted a possible conflict with respect to the present Council members and an outstanding bill to outside counsel. COUNCILMAN ADAMSEN indicated that his bill was paid on January 28 to the attorney in question, who is the head of the Board of Directors of Catholic Community Services. CITY ATTORNEY JERBIC recommended separate motions be taken. A short recess was taken from 12:05 to 12:12 p.m. so that COUNCILMAN ADAMSEN could ascertain that his bill had been paid in full. There was no further discussion. (12:03 - 12:05/12:12 - 12:14) **2-723**

CITY COUNCIL
MEETING OF
MARCH 8, 1999

AGENDA DOCUMENTATION

TO: **City Council**

FROM: SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

SUBJECT: Public hearing: discussion and possible action to allocate $152,000 in FY 99/00 HUD Emergency Shelter Grant (ESG) funds to non-profit agencies serving the homeless.

PURPOSE/BACKGROUND

The City of Las Vegas and Clark County are eligible to receive $303,000 in Fiscal Year 1999 Emergency Shelter Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD). The ESG regulations impose a thirty percent (30%) cap on the amount of funds that may be allocated for "essential services", and a separate thirty percent (30%) cap on the amount that may be allocated for "homeless prevention" activities. A total of eleven (11) applications were received from eleven (11) agencies, totaling $463,052 in eligible requests.

The City of Las Vegas and Clark County have an Interlocal agreement that allows for the creation of the Community Housing Resources Advisory Committee (CHRAC) to hear requests for funding. On February 9, 1999, the 26 member board heard the presentations given by each non-profit agency applying for ESG grant funds of FY 99/00. The committee formulated the attached funding recommendations.

The City of Las Vegas and Clark County are presenting the CHRAC funding allocation recommendations as a joint agenda item to the City Council at their March 8, 1999 meeting, and the Board of County Commissioners at their March 2, 1999 meeting. Upon approval by both governing boards, these allocations will be incorporated into the Consolidated Action Plan, which is due to the U.S. Department of Housing and Urban Development (HUD) by May 15, 1999.

FISCAL IMPACT

Allocation of $142,000 in HUD Emergency Shelter Grant (ESG) funds.

RECOMMENDATIONS

The City Manager recommends that the City Council approve the Emergency Shelter Grant allocations.

Agenda Item
74

Briefing Points for ESG Recommendations

- The City of Las Vegas and Clark County entered into an Interlocal Agreement in 1995 to place their respective Emergency Shelter Grant Funds into one RFP and allocation process.

- The City and the County jointly appoint a 26 member board, the Community Housing Resource Advisory Committee (CHRAC) to hear presentations by non-profit agencies and make recommendations for funding.

- This year, the CHRAC committee heard eleven presentations and made funding requests for a total of $303,000. Funding was made within the 30% cap for essential services and 30% cap for homeless prevention.

Non-Profit	Award	Type of Service
Catholic Charities	$35,000	Emergency rental assistance vouchers
EOB	$70,000	Transitional housing program
HELP of SNV	$5,250	Bus tokens and gas vouchers
Interfaith Hospitality Network	$14,450	Emergency shelter for families
Key Foundation	$20,000	Work program for Veterans
Salvation Army	$22,000	Vocational training and placement
Shade Tree	$54,272	Emergency shelter for women & children
SVDP/MASH	$30,578	Emergency weather shelter for men
United Methodist Social Ministries	$5,200	Hats and Hands program
WestCare	$7,500	Purchase kitchen equipment
YDC	$37,750	Transitional housing program

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 93-383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in Item 5 of Standard Form-424)	3. Grantee's 9-Digit Tax ID Number	4. Date Use of Funds May Begin
CITY OF LAS VEGAS, NEVADA 320108	88-6000198	07/01/99
2. Grantee's Complete Address (as shown in Item 5 of Standard Form-424)	5a. Project / Grant Number 1: B-99-MC-32-0001	6a. Amount Approved: 3,999,000
	5b. Project / Grant Number 2	6b. Amount Approved
400 East Stewart Avenue Las Vegas, NV 89101	5c. Project / Grant Number 3	6c. Amount Approved

Grant Agreement

This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by subrecipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing & Urban Development (signature, name, title, date)	Grantee (signature, name, title, date)
X [signature] JUN 30 1999 Steven B. Sachs, Director of CPD	X [signature], Mayor August 2, 1999

7. Check Only One: Category of Title I Assistance for this Funding Action		8. Special Conditions (check one)		9a. Date HUD Received Submission: 05/17/99	10. Check One: a. Orig.Funding Approval	X
a. Entitlement, Sec106(b)	X	None		9b. Date Grantee Notified: JUL 26 1999	b. Amendment	
b. State-Administered, Sec 106(d)(1)		Attached	X	9c. Date of Start of Program Year: 07/01/99	c. Amendment Number	
c. HUD-Administered Small Cities, Sec 106(d)(2)(B)						
d. Indian CDBG Programs, Sec 106 (a)(1)						
e. Surplus Urban Renewal Funds, Sec 112(b)						
f. Special Purpose Grants, Sec 107						
g. Loan Guarantee, Sec 108						

11. Amount of Community Development Block Grant	FY 99	FY	FY
a. Funds Reserved For This Grantee	3,999,000		
b. Funds Now Being Approved	3,999,000		
c. Reservation To Be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment Now Being Approved:

12b. Name & Complete Address of Public Agency
City of Las Vegas
Neighborhood Services Department
400 East Stewart
Las Vegas, NV 89101

Loan Guarantee Acceptance Provisions for Designated Agencies

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Signature of Authorized Official (name, title, date) for Designated Public Agency August 2, 1999

X [signature], Mayor

By [signature] BARBARA JO RONEMUS, City Clerk

HUD Accounting Use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date	F
	153 176							B 99 MC 32 0001		3,999,000	07/01/99	
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS	Date Entered LOCCS	Batch Number	Transaction Code	Entered by:	Verified by:

Previous Editions are Obsolete

form HUD-7082 (4/93)
24 CFR 570

8. SPECIAL CONDITIONS

E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

Funding Approval Under the Stewart B. McKinney Homeless Assistance Act (Public Laws 100-77 and 100-628)

U. S. Department of Housing and Urban Development Emergency Shelter Grants Program

HUD

1. NAME OF APPLICANT
LAS VEGAS, NEVADA 88-6000198

2. GRANT NUMBER
S-99-MC-32-0001

3. APPLICANT ADDRESS (Include Street, City, County, State, and Zip Code)
400 EAST STEWART AVENUE
LAS VEGAS, NV 89101

4. DATE OF APPLICATION
5-10-99

5. DATE APPLICATION RECEIVED BY HUD
5-17-99

6. FUNDING APPROVAL
☒ ORIGINAL
☐ AMENDMENT NO.____

7. AMOUNT OF EMERGENCY SHELTER GRANTS PROGRAM FUNDS APPROVED

a. Amount of ESGP Funds Currently Reserved for this Applicant ..... $ 142,000

b. Amount of ESGP Funds Now Being Approved for this Applicant..... $ 142,000

c. Amount of Reservation to be Cancelled (Line 7.a minus 7.b)..... $ _____

8. SPECIAL CONDITIONS (Check applicable box)
☒ Not Applicable
☐ Attached

9. DATE APPLICANT NOTIFIED FUNDING HAS BEEN AUTHORIZED:
JUL 26 1999

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY

STEVEN B. SACHS
TITLE
DIRECTOR, COMMUNITY PLANNING AND DEVELOPMENT DIVISION

DATE
JUN 30 1999

HUD ACCOUNTING USE ONLY

BATCH	TAG	PROGRAM	Y	A	REG	AREA	DOCUMENT NO.	PROJECT NUMBER
1	4	9	12	13	14	16	18	23 30 35

CATEGORY	AMOUNT 1	EFFECTIVE DATE	F	AMOUNT 2	SCHEDULE NO.
38 41	45 50 54	60	61	65 70	74 79

LOCAL GOVERNMENT GRANT AGREEMENT
EMERGENCY SHELTER GRANTS PROGRAM

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the City of Las Vegas, Nevada, the Grantee. The grant authorized by Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11301 (1988), as amended (the "Act"). In addition, the grant operates through HUD's regulations at 24 CFR Part 576, as now in effect and as may be amended from time to time, which are incorporated as part of this Agreement.

In reliance upon the Consolidated Plan and certifications, the Secretary agrees, upon execution of the Grant Agreement, to provide the Grantee with the agreed grant funds. The grantee must comply with requirements for recordkeeping and annual performance reporting to HUD within 90 days after the close of its consolidated program year, as required by 24 CFR 91.520. This includes the periodic information connected through HUD's Integrated Disbursements and Information System (IDIS). The grantee's IDIS reporting must include information on grant activities, project sponsors, project sites, and beneficiaries (including racial and ethnic data on participants). This information will be used for program monitoring and evaluation purposes.

The Grantee agrees to comply with all applicable laws and regulations in distributing funds provided under this Grant Agreement and to accept responsibility for ensuring compliance by subrecipient entities which may receive funding assistance.

The Grantee agrees to comply with the provisions of the environmental requirements of 24 CFR Part 58 as applicable under 24 CFR 576.57(e) with respect to funds provided under this Grant Agreement.

The Grantee further agrees to provide sufficient detail on matching funds so as to identify the specific sources and amounts of the funds as required by 42 USC 11375(a)(1).

This Grant Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: _____
(Signature)
Steven B. Sachs
Director, Community Planning
and Development Division
(Title)

JUN 30 1999
(Date)

City of Las Vegas
(Grantee)

_____
(Signature)

Mayor
(Title)

August 2, 1999
(Date)

Attest:

By _____
BARBARA JO RONEMUS, City Clerk

Grant No.: NV39H99-F001
Official Contact Person: Sharon Segerblom
Telephone No.: (702) 229-2330
FAX No.:
Email No.:
Tax ID No.: 88-6000198
Unit of Government ID No.: 320108

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
1999 FORMULA GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the City of Las Vegas, Nevada (Grantee).

This Agreement will be governed by the following, as they from time to time may be amended: AIDS Housing Opportunity Act, 42 USC Sec. 12901 et. seq. (the Act), the Housing Opportunities for Persons with AIDS (HOPWA) Program rule, 24 CFR 574 as amended, and the Consolidated Plan rule, 24 CFR 91 as amended (the Regulations); all of which are incorporated herein as part of this Agreement.

The terms "Grant" or "Grant Funds" mean the funds provided under this Agreement. The term "Application" means the application submissions on the basis of which a Grant was approved by HUD through the consolidated submission under 24 CFR Part 91 used as the Application, limited to the HOPWA elements of the Consolidated Plan, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated as part of this Agreement; however, in the event of conflict between a provision of the Application and any provision of this Grant Agreement document, the latter shall control. "Project Sponsor" means any nonprofit organization or governmental housing agency that receives funds from the Grantee to carry out eligible activities identified in the Application.

In reliance upon the Application, HUD agrees, upon execution of this Grant Agreement, to provide Grant Funds to Grantee in the amount of $1,308,000.

Grantee agrees to and will ensure that each Project Sponsor agrees to establish and follow management controls to reasonably assure: that programs achieve their intended results; resources are used consistent with agency mission; programs and resources are protected from waste, fraud and mismanagement; laws and regulations are followed; and reliable and timely information is obtained, maintained, reported and used for decision making. At a minimum, these controls involve actions by the grantee and project sponsor to:

(1) operate the program in accordance with the requirements of the applicable HUD regulations, including 24 CFR part 87 to ensure that no federal funds have been or will be spent on lobbying activities;

(2) conduct an ongoing assessment of the assistance provided to beneficiaries of the program;

(3) assure the adequate provision of housing assistance and/or related supportive services to the participants in the program;

(4) comply with requirements for record-keeping and annual performance reports that, at a minimum, will include information on grant activities that were carried out during the program year, the identity of project sponsors and the type of activities carried out by these sponsors, the identification of projects sites and the confidentiality of any sites, and number and types of housing units assisted, and information on beneficiaries of housing assistance (which must include racial and ethnic data on program participants) that will be used for program monitoring and evaluation purposes.

(5) report under the HOPWA-related elements of the Consolidated Annual Performance and Evaluation Report (CAPER) and information to be collected periodically in the Department's Integrated Disbursement and Information System (IDIS) or in the HOPWA Annual Progress Report (for grantees not yet converted to using IDIS). The CAPER and any applicable APR must be submitted to HUD within 90 days after the close of the jurisdiction's program year, as found at 24 CFR 91.520. The periodic collection of information in IDIS must be made, at a minimum, within 90 days of the completion of an activity and within 90 days of the completion of the program year. At the time of the first disbursement for an activity under IDIS, the setup of the activity must include the proposed type and number of units of housing which is planned to be undertaken during the twelve-month program year; and, in connection with reporting at the completion of the activity or program year, accomplishments data on this activity must include the actual type and number of units of housing which were supported during that period;

(6) any other requirements that HUD may establish for purposes of carrying out the program in a manner that upholds the public trust, including HUD's "Guidance on the Restricted Use of HOPWA funds for AIDS Drugs Assistance and Other Health-care Costs," of January 21, 1998.

Environmental Review: Under a change in the statute, the procedure for conducting a HOPWA environmental review is revised for all current and future projects funded (including FY99 and previous years). The statutory change is provided by Sec. 207(c) of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1999. This change was requested by the Administration to allow for the assumption of environmental responsibilities by States and local governments similar to other HUD programs. That section authorizes responsible entities (including units of general local government, States, Indian tribes, and Alaska native villages) to perform the environmental review for proposed HOPWA projects in accordance with 24 CFR part 58. Under 24 CFR part 58, the recipient must request the responsible entity, as defined in 24 CFR 58.2(a)(7), to assume the environmental responsibilities for projects funded under a HOPWA grant.

HOPWA recipients may not commit or expend any grant or nonfederal funds on project activities (other than activities exempted under §58.34 or excluded under §58.35(b) for which the responsible entity must make a finding in accordance with §58.71(c)) until HUD has approved the Recipient's request for the release of funds (RROF) under part 58. Where HUD determines, under 24 CFR 58.11, that HUD staff will perform the environmental review for a particular project in accordance with 24 CFR part 50, the HOPWA recipient may not acquire, rehabilitate, convert, lease, repair or construct property or commit or expend any grant or nonfederal funds for these program activities until HUD provides written notice to the recipient that HUD has completed the environmental review, and approves the use of the site in writing. The expenditure or commitment of HOPWA or nonfederal funds prior to HUD's approval of the RROF (or prior to completion of a HUD environmental review) may result in denial of assistance for the project under consideration.

HOPWA recipients shall comply with: (i) any special conditions, procedures and requirements of the environmental review identified by the Responsible Entity in HUD form 7015.15; and (ii) that any proposed change in the scope of the project or any change in environmental conditions are made in accordance with 24 CFR 58.71(b). The grant agreement or supplement to the grant agreement shall identify these special conditions, procedures and requirements of the environmental review.

Default: A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Act or Regulations, any material breach of the Agreement, failure to expend Grant Funds in a timely manner (as required by 24 CFR 574.540, within a three-year period from the date of the signing of the grant agreement), or misrepresentations in the Application submission which, if known by HUD, would have resulted in a Grant not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

(a) direct the Grantee to submit progress schedules for completing approved activities;

(b) issue a letter of warning advising the Grantee of the default, establishing a date by which corrective actions must be completed and putting the Grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;

(c) direct the Grantee to suspend, discontinue or not incur costs for the affected activity;

(d) reduce or recapture the grant;

(e) direct the Grantee to reimburse the program accounts for costs inappropriately charged to the program;

(f) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

This Grant Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
By: The Secretary

By: _____
(Signature)
Steven B. Sachs
Director, Community Planning
and Development Division

(Title)

JUN 30 1999
(Date)

GRANTEE

By: _____, Mayor
(Qualifying City) City of Las Vegas

On behalf of the _____
Eligible Metropolitan Statistical Area

By: _____
(Signature and Title of Authorized Official)

August 2, 1999
(Date)

Attest:

By _____
BARBARA JO RONEMUS, City Clerk