GRANT AGREEMENT FOR AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS CFDA #21.027 FAIN SLFRP2634

This Grant Agreement ("Agreement") is entered on this <u>11th</u> day of June 2024, ("Effective Date") by and between the Nevada Housing Division, Department of Business and Industry State of Nevada ("Division") and the Housing Authority of the City of Reno, a Nevada public body corporate and politic ("Grantee") collectively the "Parties."

RECITALS

WHEREAS, the State of Nevada entered into an agreement with the United States Department of Treasury on May 26, 2022, wherein it received \$2,738,837,228 of Corona Virus State and Local Fiscal Recovery Funds ("Funds") pursuant to title Section 9901 of Subtitle M of the American Rescue Plan Act ("Act") to mitigate the public health emergency with respect to COVID-19;

WHEREAS, the State of Nevada received Funds;

WHEREAS, Grantee has applied to the Division for a grant pursuant to the Home Means Nevada Initiative ("HMNI") to pay the costs to purchase land located at 440 Reno Avenue, Reno, Nevada to construct an up to 44-unit affordable housing project for individuals who are at or below 60% of the Area Median Income (the "Project"); and

WHEREAS, the Division desires to assist Grantee in the development of the Project by providing a grant pursuant to HMNI in the amount of \$1,500,000;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. General Terms.

- A. The Division will provide Grantee with \$1,500,000 in Funds to undertake the Project as described in Exhibit A attached hereto and fully incorporated herein. The Division has determined that the Project is an eligible use of Funds pursuant to subparagraph (A) of paragraph (c) of Section 602 of the Act and pursuant to the rules and regulations promulgated thereunder including, without limitation, 31 CFR Part 35 and the supplemental information provided by Treasury ("Final Rule").
- B. Grantee agrees that any program costs, unless otherwise specified in this Agreement exceeding the \$1,500,000 provided by the Division pursuant to this Agreement, will be the responsibility of Grantee. No amount of the Funds provided pursuant to this Agreement may be used for administrative expenses. Any ongoing program costs, such as maintenance and operations, shall be the sole responsibility of Grantee, but in any event, not that of the Division.

- C. Grantee agrees that the Project will be maintained as a low-income housing project for not less than 30 years beginning on the date which the Project is available for occupancy ("Affordability Period") which shall be secured by a Declaration of Restrictive Covenants ("Declaration") recorded in the County Recorder's Office of Washoe County. As used in this Paragraph C, "low-income housing project" means a housing complex that provides housing to tenants at or below 60% of the Area Median Income for the county in which the Project is located.
- D. Grantee agrees that the Project shall comply with the minimum hourly wages as determined by the United States Department of Labor pursuant to the Davis-Bacon Act 40 USC §3141 et. seq.
- E. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement or the Declaration, Owner shall repay any loaned Fund to the Division.

II. Division General Conditions.

- A. The Division shall have no relationship whatsoever with the services provided pursuant to this Agreement, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Grantee shall be an independent contractor only.
- B. Grantee agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, including, without limitation, the Final Rule and 31 CFR Part 35 Subpart A. Grantee further agrees that Grantee will be the sole entity undertaking the eligible activities as defined under the Final Rule ("Eligible Activities") under this Agreement.
- C. Grantee, or its successors or assigns, will provide the Division with reports as required by the Division via electronic mail to the designated Division employee at intervals the Division determines are necessary, including, without limitation, any reports regarding employee wages. Reports must include, without limitation, the following information:
 - 1. Total clients served;
 - 2. Racial breakdown of clients served, including, without limitation, American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, and White;
 - 3. Ethnicity breakdown indicating either Hispanic or non-Hispanic, by race;
 - 4. Number and percentage of low- and very-low income clients as defined by HUD:
 - 5. Number of clients with disabilities served;
 - 6. Number of senior citizens served;
 - 7. Number of female head-of-households served;

- 8. Name of each head-of-household served;
- 9. Number of persons in each household served; and
- 10. Rent charged each household served.
- D. Grantee will not use any portion of the Funds allocated pursuant to this Agreement for costs not expressly authorized by this Agreement.
- E. If the Division or the Treasury determines that Funds have been expended on ineligible costs Grantee shall repay to the Division or Treasury, as applicable, along with any fees, interests, or other fines, the amount of Funds expended on ineligible costs.
- F. Grantee may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the Division's consent is voidable and may, at the option of the Division, result in the forfeiture of all financial support provided herein.
- G. Grantee shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits, and on-site monitoring of the Project as the Division deems appropriate in order to determine:
 - 1. Whether the Project is being conducted in compliance with the Act and any rules and regulations adopted pursuant to the Act;
 - 2. Whether management control systems and internal procedures have been established:
 - 3. Whether the financial operations of the Project are being conducted properly;
 - 4. Whether the reports to the Division contain accurate and reliable information;
 - 5. Whether the activities of the Project are being conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.
- H. Visits by the Division shall be announced in advance of those visits and shall occur during normal operating hours. Absent exigent circumstances, the Grantee shall be given 48 hours advance written notice of said visits. The representatives of Division may request, and, if such a request is made, shall be granted, access to all of the records of Grantee which relate to this Agreement. The representatives of the Division may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.
- I. At any time during normal business hours, Grantee's records with respect to this Agreement shall be made available for audit, upon 48 hours advance written notice of the inspection and the documents and records to be examined, by the Division, the Attorney General's Office, contracted independent auditors, the Inspector General of the Department of the Treasury, the Comptroller General of the United States, or any combination thereof. Records must be maintained for a period of 10 years beginning from the Effective Date.
- J. Subject to NRS chapters 41 and 354, Grantee will protect, defend, indemnify, and save and hold harmless the Division 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 the negligence, gross negligence or intentional act of Grantee or its agents pursuant to this Agreement.

- K. Grantee will not use any Funds or resources which are supplied by the Division pursuant to this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify the Division of any legal action which is filed by or against it.
 - L. This Agreement will commence on the Effective Date.
- M. Funds must be expended by December 31, 2026. Any Funds not expended by December 31, 2026, must be returned to the Division. Funds will be disbursed on a drawdown basis. Grantee shall submit draw requests to the Division as needed, with supporting documentation. Division shall have 30 days to process such draw request. Payments will be made by the Division to the Grantee in the form of reimbursement for monies already spent on eligible Project costs. All payments are contingent upon Grantee's continued compliance with the provisions set forth in this Agreement and any/all Rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, Treasury Requirements, and any applicable local, state, and federal laws, and any applicable Treasury and/or Division policy memo, regulations, communication or guideline, as the same may be amended time to time.
- N. Grantee must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR §200.112 and 2 CFR §200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Grantee who exercises or has exercised any function or responsibilities with respect to activities assisted with Funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a Fund-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Grantee must provide a copy of its written conflict of interest policy to the Division upon its request.
- O. The Grantee covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the Project or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Grantee further covenants that in the performance of this Agreement, no person having such interest will be employed.
- P. Grantee agrees that no officer or employee of Grantee 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.

- Q. Grantee agrees that no officer or employee of Grantee 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.
- R. Grantee agrees that no officer or employee of Grantee may participate as an agent of Grantee in the negotiation or execution of any contract between Grantee and any private business in which he or she has a financial interest.
- S. Grantee agrees that no officer or employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.
- T. Grantee shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.
- U. Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the Eligible Activities or are required by the Treasury, Division, or any combination thereof.
- V. No officer, employee or agent of the Division 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.
- W. Upon the revocation of this Agreement or the expiration of its terms, Grantee shall transfer to the Division the remaining balance of the Funds which have not been obligated at the time of expiration or revocation and any accounts receivable attributable to the use of Funds.
- X. Grantee agrees to pay Compliance Monitoring Fee as identified within the Division's Qualified Allocation Plan. The Compliance Monitoring Fee is an annual fee charged during the compliance period for state ongoing compliance and asset monitoring.
- Y. Grantee shall not enter into any agreement, written or oral, with any contractor without the prior determination by the Division of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

III. Federal Conditions.

- A. Grantee, and any subgrantee, or its successor or assigns, shall comply with the following laws and directives:
 - 1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
 - 2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
 - 3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.

- 4. Section 109 of the Housing and Community Development Act of 1974.
- 5. Title VI of the Civil Rights Act of 1964, Public Law 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 75. All published Section 3 policies, guidelines, and forms by NHD will be utilized and followed.
- 8. The Age Discrimination Act of 1975.
- 9. Section 504 of the Rehabilitation Act of 1973.
- 10. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
- 11. The Fair Labor Standards Act.
- 12. Section 202(a) of the Flood Disaster Protection Act of 1973.
- 13. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
- 14. The Davis-Bacon Act, as amended, if applicable, 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.
- 15. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
- 16. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the Grantee 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 the Grantee, 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.
- 17. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the Project 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; and
 - 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.
- 18. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.
- 19. Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C 794.
- 20. Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's Implementing regulations, 31 CFR part 28.
- 21. Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- 22. The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA), 49 CFR 24. The displacement, relocation, and acquisition are consistent with the other goals and objectives of the Project under the Agreement. The Grantee must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of a project assisted with Funds.
- B. 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, of the U.S. Code.
- C. None of the Funds shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.
- D. Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Division of an Authority to Use Grant Funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 50, if applicable to the Project. The Parties further agree that the provision of any Funds to the Project is conditioned on the Division's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review, if applicable to the Project.
- E. Grantee shall comply with the requirements of Executive Order 11625, 12432, and 12138 and 24 CFR § 93.407(a)(viii) that provides for the utilization of minority businesses and women business enterprises in all federally assisted contracts. Grantee shall provide the Division, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and marketing efforts. The Division, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders. These records shall contain, but are not limited to, the following data:

- 1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;
- 2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
- 3. Data on attempts to affirmatively further fair housing.
- F. Any material breach of the terms of this section may, in the discretion of the Division, result in forfeiture of Funds received by Grantee pursuant to this Agreement, or any part thereof.
- G. Upon the expiration or revocation of this Agreement, Grantee shall transfer to the Division any Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Funds, unless waived in writing by the Division.
- H. Grantee, and any subgrantee, shall maintain an active registration with the System for Award Management ("SAM") pursuant to 2 CFR Part 25.
- I. Grantee's obligation to the Division shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to, making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Division; and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over funds, including program income, as defined in 2 CFR Part 200.

IV. Financial Management.

The Grantee and its successors and assigns agrees to the following:

- A. To require any subgrantee to agree, to comply with the requirements of the United States Office of Management and Budget ("OMB") "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" codified at 2 CFR part 200, Subparts A through F, inclusive, including, without limitation, the procurement requirements set forth in 2 CFR part 200, Subpart D.
- B. That all costs of any recipient receiving Funds pursuant to this Agreement, 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 Eligible Activities shall be thoroughly identified and readily accessible to the Division upon 48 hours notice to Grantee.
- C. That excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to this Agreement will be provided upon request to the Division upon 48 hours written notice.

- D. 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.
- E. It shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, or such other audit as required by the Division if the Owner is a for-profit entity, and shall provide the Division with a copy of the complete audit report. When complying with the Single Audit Act, or other audit, as required by the Division, and 2 CFR Part 200, Subpart F, the audit must include Funds that were disbursed and require all subrecipients who must comply with the Single Audit Act to include Funds.
- F. That upon completion of the project a cost certification will be performed by a certified public accountant and submitted to the Division.
- G. That if, at any point during the Affordability Period, the Project ceases to comply with this Agreement or the Declaration of Restrictive Covenants, the Division may, at the sole option of the Division, require Grantee to repay the total amount granted pursuant to this Agreement.
- H. To submit quarterly financial reports as set forth by the Division, which includes, without limitation, detailing the amount of Funds that have been expended in the prior quarter. Financial reports are due to the Division on or before the 10th of each month following the end of the prior quarter.

V. Default and Remedies.

- A. Any one or more of the following shall constitute an event of default under this Agreement:
 - 1. Any breach of this Agreement or Declaration after the expiration of any notice and cure periods set forth in Paragraph B of this Article V.
- B. Upon the occurrence of an event of default listed above, the Division will provide Grantee notice of the default and Grantee shall have 30 days from the date of the notice to cure the default. If the Grantee does not cure the default, the entire outstanding balance, including principal and interest, may become immediately due and owing at the sole discretion of the Division. The Division may proceed to protect and enforce its rights by mandamus or other suit, actions, or proceeding at law or in equity. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy existing at law or equity or by statute. No delay or omission of the Division to exercise any right or remedy accruing on an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein.

VI. Miscellaneous.

A. All notices, demands, requests, or other communications required or permitted

under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, commercial delivery service, overnight courier, or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

To the Division: 1830 E. College Parkway

Suite 200

Carson City, Nevada 89706

Attn: Administrator

Telephone: (775) 687-2249 Facsimile: (775) 687-4040 E-mail: nhdinfo@housing.nv.gov

To the Grantee: 1525 E. 9th Street

Reno, NV 89512

Attn: Executive Director Telephone: 775-329-3630 Facsimile: 775-786-1712 Email: hlopez@renoha.org

Any such notice, demand, request, or communication shall be deemed to have been given and received for all purposes under this Agreement:

- 1. Three business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or if applicable, certified mail, return receipt requested, postage prepaid;
- 2. On the date of transmission when delivered by facsimile transmission, provided any transmission received after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following business day;
- 3. On the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and
- 4. On the date of actual deliver to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, such notice, demand, request or communication shall be deemed to have been given and received on the next business day.
- B. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.
- C. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with it respective terms.
- D. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.

- E. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.
- F. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- G. All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.
- H. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.
- I. This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.
 - J. Each Party represents and warrants to the other Party that:
 - 1. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
 - 2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been dully authorized by all methods or corporate action of the Parties; and
 - 3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- K. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- L. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

VII. Modification or Revocation of Agreement.

A. The Division and Grantee may amend or otherwise revise this Agreement should such modification necessary.

- B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise are not forthcoming to the Division, the Division may revoke this Agreement.
- C. The Division may suspend or terminate this Agreement if Grantee fails to comply with any of its terms.

IN WITNESS WHEREOF, the Parties her to be legally bound.	eto have ca	used this Agreement t	o be signed and intend
Nevada Housing Division			
Jo (In)	Date:	6/aprosy	

Steve Aichroth, Administrator

Grantee:
Housing Authority of the City of Reno

Date:

Nevada Housing Division			
Steve Aichroth, Administrator	Date: _	:	
Grantee: Housing Authority of the City of Reno			
Hilary Lopez, Ph. D., Executive Director	_	Date: $5/7/24$	

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend

to be legally bound.

EXHIBIT A

The 440 Reno Avenue project consists of 5 parcels (APNs: 011-262-02, 011-262-03, 011-262-04, 011-262-14, 011-262-15) with a total acreage of +/- 1.077 acres. The property is located just south of downtown Reno and is situated in a neighborhood of choice with excellent schools and easy access to public transportation, employment opportunities, and a variety of recreational amenities. The site promotes a greater choice of housing opportunities and avoids undue concentration of low-income households. The Housing Authority of the City of Reno plans to finance and construct an up to 44-unit affordable housing project on the site. The project will include a mix of 1,2, and 3-Bedroom units. It will target households with incomes at or below 60% AMI. Project amenities will include landscaped areas, on-site parking, and energy-efficient all electric appliances.