

NY  
Social Serv.  
Karen Gooder

FILED

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2003 AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING  
WELFARE SET-ASIDE  
FUNDS BY DOUGLAS COUNTY

*[Signature]*  
DEPUTY

WHEREAS, the Housing Division, Department of Business and Industry, State of Nevada, hereinafter called "NHD," is the administering agency for the Account for Low-Income Housing hereinafter called "Trust Fund."

WHEREAS, NHD, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, Douglas County, hereinafter called "County," is a political subdivision of the State of Nevada; and

WHEREAS, NHD desires to assist Douglas County on behalf of its Social Services Department, hereinafter called "Social Services" by providing Trust funds to assist with qualified welfare set-aside activities under Chapter 319 of the Nevada Revised Statutes and Chapter 319 of the Nevada Administrative Code.

NOW, THEREFORE, in consideration of the foregoing premises, that the use of Trust Funds be conveyed to County on behalf of Social Services, by NHD subject to the following conditions and limitations:

**I. Scope of Services.**

A. NHD will provide funds not to exceed \$10,000.00 from the 2003 rural welfare-set aside funds to assist Social Services with qualified Trust Fund welfare set-aside activities hereunder referred to as "Activities." **Families assisted may not have gross incomes that exceed 60% of median income. 15% of the total families served must be at poverty level.**

B. Social Services agrees that any program costs with regard to the distribution of welfare set-aside funds, unless otherwise specified, will be the responsibility of Social Services. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Social Services.

C. Before disbursing Trust Funds to any recipient, social Services agrees to enter into an agreement by way of a signed application with the recipient.

D. Changes in the Scope of Services as outlined herein must be in accordance with NRS 319 and NAC 319, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

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**II. Division General Conditions.** Social Services agrees to abide by all conditions fully set forth below.

A. Social Services has requested the financial support of NHD that is provided for in this Agreement in order to enable Social Services to provide emergency housing assistance.. NHD shall have no relationship whatsoever with the services provided, 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 NHD may be claimed or found to exist, Social Services shall be an independent contractor only.

B. Social Services will provide NHD with client usage records per activity on a monthly basis during the period of Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including Black, White, Hispanic, American Indian/Alaskan and Asian/Pacific Islander,
3. Name of each head of household served;
4. Number of persons in each household served; and
5. Type of assistance provided to each household served.

C. Social Services will not use any portion of the allocated Trust Funds for other than qualified Trust Fund activities, as defined in NRS 319 and NAC 319. Any recipient or subgrantee must meet program requirements and serve eligible families.

D. Social Services may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

E. Social Services shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of activities as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program 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 program;
4. Whether the financial operations of the program are being conducted properly; and
5. Whether the periodic reports to NHD contain accurate and reliable information.

Visits by NHD shall be announced to Social Services in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such a request is made, shall be granted, access to all of the records of Social Services which relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

F. At any time during normal business hours, Social Services's records with respect to the Program shall be made available for audit, examination and review by NHD, the Attorney General's Office, contracted independent auditors, Welfare Division, Legislative Counsel Bureau, or any combination thereof.

G. Social Services will protect, defend, indemnify, and save and hold harmless NHD from and against any and all liability, damages, demands, claims, suits, liens and judgments of whatever nature caused by the negligence of Social Services or its agents in accord with Nevada's governmental tort claims legislation codified in Chapter 41 of the Nevada Revised Statutes.

H. Social Services will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation, agrees to notify NHD of any legal action which is filed by or against it in conjunction with this program.

I. This Agreement will commence upon its approval and signature by all parties.

J. In the event that Social Services and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended within twelve (12) months, NHD reserved the right to recapture that portion for reallocation to other projects/programs operated under HHD's Trust Fund program.

K. Social Services agrees that no officer or employee of Social Services 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.

L. Social Services agrees that no officer or employee of social Services 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.

M. Social Services agrees that no officer or employee of Social Services may participate as an agent of Social Services in the negotiation or execution of any contract between Social Services and any private business in which he or she has a financial interest.

N. Social Services agrees that no officer or employee of Social Services may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. Social Services, and any subgrantee, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Welfare Set-Aside Program or are required by NHD.

P. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Welfare Set-Aside Program funds received by Social Services pursuant to this Agreement, or any part thereof.

Q. No officer, employee or agent of NHD shall have any interest direct or, 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 activity during the period of service of such officer, employee or agent, for one year thereafter.

### **III. Financial Management.**

A. Social Services agrees, and shall require any subgrantee to agree, that all costs of any activity 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 the activity shall be thoroughly identified and readily accessible to NHD.

B. Social Services 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 activity will be provided upon request to NHD.

C. Social Services 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.

### **IV. Modification or Revocation of Agreement.**

A. NHD and Social Services will amend or otherwise revise this Agreement should such modification be required by NRS 319 or NAC 319.

B. In the event that any of the Trust Fund monies, for any reason, are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement.



