

DOC # 0732058
10/28/2008 09:14 AM Deputy: GB

OFFICIAL RECORD
Requested By:
DOUGLAS COUNTY/MANAGER

Assessor's Parcel Number: N/A

Date: OCTOBER 24, 2008

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 9 Fee: 0.00
BK-1008 PG- 4323 RPTT: 0.00



Name: T MICHAEL BROWN, CO MANAGER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2008.242

(Title of Document)

FILED

2008.242

INTERLOCAL AGREEMENT TO PROVIDE LOW INCOME HOUSING TRUST FUNDS (LIHTF) PROGRAM FUNDS TO DOUGLAS COUNTY, NEVADA

NOV 04 2008 AM 9:54

TED THUAN
CLERK

WHEREAS, Lyon County as Lead Agency for Western Nevada HOME Consortium hereinafter called WNHC, 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 Home Investment Partnerships Program, hereinafter referred to as the "HOME Program" under 24 CFR Part 92 as amended; and

WHEREAS, Lyon County, as the Lead Agency for the Entitlement Grantee for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS the WNHC has entered into an Agreement with the State of Nevada to use Low-Income Housing Trust Fund (LIHTF) monies allocated to the WNHC by the Housing Division, Department of Business and Industry, State of Nevada hereinafter referred to as "NHD", and

WHEREAS, Douglas County, hereinafter referred to as "Subrecipient", is a political subdivision of the State of Nevada, and

WHEREAS, Subrecipient wishes to undertake a housing assistance project to help fulfill the affordable housing needs of lower-income and homeless persons certified eligible as HOME Program recipients; and

WHEREAS, the WNHC desires to assist Subrecipient by providing LIHTF funds to assist with the tenant based rental assistance project (herein called "the Project") specified in this document; and

WHEREAS, pursuant to NRS 277.180, the WNHC may enter into Interlocal contracts with other public agencies for the performance of any government service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the WNHC and Subrecipient are individually authorized by law to engage in housing and community development activities; and

WHEREAS, the Western Nevada HOME Consortium Board hereby determines that the Project shall provide a substantial benefit to the inhabitants of the Consortium Region.

NOW, THEREFORE, it is agreed as follows:

I. Scope of Service

A. Subject to the actual receipt of LIHTF funds, WNHC will provide up to (\$15,000) FIFTEEN THOUSAND DOLLARS in LIHTF funds to Subrecipient for its Short-term Supportive Housing Program. The program allows Douglas County to provide short-term housing for up to 45 days for a minimum of 5 individuals and to provide case management, access to transportation, and pre-employment skills. The program is to be completed by December 31, 2009, unless otherwise specified in writing, by a duly authorized representative of the Consortium Board.



B. Subrecipient agrees that any project costs, exceeding the \$15,000 in LIHTF funds provided by WNHC pursuant to this Agreement will be the responsibility of Subrecipient.

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

II. General Conditions

A. Subrecipient has requested the financial support of the WNHC that is provided for in this Agreement in order to enable Subrecipient to help provide affordable housing services. The WNHC 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 services on the part of the Consortium may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. 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 Work. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Subrecipient will provide WNHC's duly authorized representative with client usage records on a quarterly basis during the period of this 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. Number and percentage of Low-and very low-Income clients
4. Number of handicapped clients served.
5. Number of senior citizens served.
6. Number of female head-of-households served.
7. Name of each head of household served.
8. Number of persons in each household served, and
9. Rent charged each household served.

D. Subrecipient will not assist other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92) and LIHTF-eligible tenants, as defined in the Account for Low-Income Housing Administrative Guidelines, NRS 319, and NAC 319, without prior written approval from WNHC. If other than HOME/LIHTF eligible households or individuals are served without the prior written approval of the WNHC, Subrecipient shall return that portion of the LIHTF funds received from WNHC hereunder that was used to assist ineligible individuals or households.



E. Subrecipient agrees to assist only individuals or households with incomes that do not exceed 60 percent of the area median adjusted by family size, as amended annually.

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

G. Subrecipient shall allow duly authorized representatives of WNHC to conduct such occasional reviews, audits and on-site monitoring of the Project as WNHC 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 Consortium contain accurate and reliable information; and
- (6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

Visits by a duly authorized representative of WNHC to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representative of WNHC may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient that relate to the Project. The representative of WNHC may, from time to time, interview recipients of the housing services of the Project who consent to be interviewed

H. 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 WNHC, contracted independent auditors, the State of Nevada Department of Business and Industry HUD, the Comptroller General of the United States, or any combination thereof.

I. Subrecipient will protect, defend, indemnify, and save harmless WNHC and Lyon County as Lead Agency, 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 attorneys' fees incurred by WNHC and Lyon County in the defense or handling of said suits, demands, judgments, liens and claims and all attorneys' fees and investigation expenses incurred by WNHC and Lyon County in enforcing or obtaining compliance with the provisions of this Agreement.

J. Subrecipient will not use any funds or resources which are supplied by WNHC in litigation against any person, natural or otherwise, or in its own defense in any such



litigation and also agrees to notify WNHC of any legal action which is filed by or against it.

K. This Agreement will commence upon its approval and signature by all parties, and the LIHTF Program funds allocated by it will be expended by December 31, 2009.

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

M. 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.

N. Subrecipient agrees 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.

O. Subrecipient agrees 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 a financial interest.

P. Subrecipient agrees 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.

Q. Subrecipient 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.

R. Subrecipient shall be bound by all County ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the State of Nevada, WNHC, or any combination thereof.

III. Federal General Conditions

A. Subrecipient 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, P.L. 90-284.
4. Section 109 of the Housing and Community Development Act of 1974.
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.



0732058 Page: 5 Of 9 BK- 1008
PG- 4327
10/28/2008

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HIJD 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 that are issued pursuant thereto.
12. The Federal Fair Labor Standards Act.
13. Section 202(a) of the Flood Disaster Protection Act of 1973.
14. Sections 302 and 40 1(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
15. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
16. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
17. 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
18. 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.

B. No officer, employee or agent of WNHC 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 LIHTF 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 92, which are applicable to HOME Program grants, except that Subrecipient will not assume WNHC's environmental responsibilities described in 24 CFR 92.3 52, nor the intergovernmental review process described in 24 CFR 92.359.
- F. Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.
- G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.
- 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 WNHC unless WNHC authorized in writing that all or a specific portion thereof of such program income will be retained by Subrecipient.
- J. Any material breach of the terms of this section shall result in forfeiture of all HOME/LIHTF Program funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by WNHC.
- K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to WNHC any LIHTF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of LIHTF Program funds.

IV. Financial Management

- A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.
- 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 WNHC.
- 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 WNHC.
- D. Subrecipient agrees that it may not request disbursement of funds under the 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. WINHC will amend or otherwise revise this Agreement should such modifications be required by NRS 319 or NAC 319, HUD or any applicable Federal statutes or regulations.

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

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, WNHC may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

COOPER



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this October 2 day, 2008.

Douglas County

Lyon County

Kelly D. Kite
Kelly D. Kite, Chairman

Don Tibbals
Don Tibbals, Chair

Douglas County Board of
Commissioners

Lyon County Board of
Commissioners

State of Nevada)

State of Nevada)

County of Douglas)

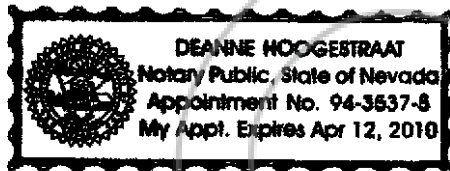
County of Lyon)

Signed and sworn to (or affirmed)
before me October 16, 2008
by Kelly D. Kite

Signed and sworn to (or affirmed)
before me October 2, 2008
by Don H. Tibbals

Deanne Hoogestraat
Notary Public

Maureen Willis
Notary Public



CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Oct 24 2008
T. Ryan Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Paul M. [Signature] Deputy

