

Assessor's Parcel Number: N/A

Date: MAY 25, 2016

Recording Requested By:

Name: LESLEE FISHER, SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

AGREEMENT 2016.108

(Title of Document)

FILED

NO. 2016-108

2017 AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING TRUST FUNDS
BY DOUGLAS COUNTY SOCIAL SERVICES

2016 MAY 24 PM 4:19

DOUGLAS COUNTY
CLERK

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~~ **DEPUTY** Housing Trust Fund hereinafter called "Trust Fund".

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

WHEREAS, Douglas County Social Services, hereinafter called "Douglas County Social Services", is a Nevada political subdivision; and

WHEREAS, NHD desires to assist Douglas County Social Services by providing Trust Funds for housing assistance in Douglas County, Nevada.

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

I. Scope of Services.

A. NHD will provide \$22,000.00 in trust funds to assist Douglas County Social Services with their housing assistance program herein referred to as "Projects." These funds will be used to assist at-risk families including those at risk for homelessness or already homeless. All families assisted must have gross incomes below 60% of median incomes, however, when funds are used for "match" for the Emergency Solutions Grant (ESG), the client must be ESG eligible. Ten percent (10%) of the funds may be used for project costs. All funds must be expended by June 30, 2019.

B. Douglas County Social Services agrees that any program costs, unless otherwise specified, exceeding the \$22,000.00 in Trust Funds provided by NHD pursuant to this Agreement, will be the responsibility of Douglas County Social Services. Project costs may not exceed ten percent (10%) of the allocation. Any ongoing project costs exceeding the ten percent such as maintenance and operations shall be the sole responsibility of Douglas County Social Services. Back up documentation for project costs will be provided to the Division at the time of request for funds.

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

D. Douglas County Social Services will not use any portion of the allocated Trust Funds for other than Trust Fund qualified projects, as defined in NRS 319, and NAC 319. Any recipient or subgrantee must meet program requirements and serve eligible low-income residents.

E. If the qualified projects or activities, or any portion thereof, are converted to non-qualified Trust Fund projects or activities without the prior written approval of NHD, Douglas County Social Services shall, upon the request of NHD, repay to NHD, without interest, the amount of Trust Funds expended on the non-qualified project.

F. Douglas County 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.

G. Douglas County Social Services shall carry, or require any subgrantee to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.

H. At any time during normal business hours, Douglas County Social Services' 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, HUD, the Comptroller General of the United States, or any combination thereof.

I. Except as otherwise limited by Nevada Revised Statutes Chapter 41, Douglas County 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 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 Douglas County Social Services or its agents pursuant to this Agreement.

J. Douglas County 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 and also to agree to notify NHD of any legal action which is filed by or against it.

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

N. Douglas County Social Services agrees that no officer or employee of Douglas

County Social Services may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. Douglas County Social Services, and any subgrantee, 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.

P. Douglas County 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 HOME Program or are required by HUD, NHD, or any combination thereof.

Q. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Trust Funds received by Douglas County Social Services pursuant to this Agreement, or any part thereof.

R. No officer, employee or agent of NHD 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.

S. Upon the expiration or revocation of this Agreement, Douglas County Social Services shall transfer to NHD any HOME Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME Program funds, unless waived in writing by NHD.

III. Financial Management.

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

B. Douglas County 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 project will be provided upon request to NHD.

C. Douglas County 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.

III. Modification or Revocation of Agreement.

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

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

C. NHD may suspend or terminate this agreement if Douglas County Social Services fails to comply with any of its terms.

D. This agreement may be terminated at the convenience of NHD.

E. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

IV. Homeless Management Information System (HMIS) and Centralize - Coordinated Intake and Referral System

A. Agrees to participate in the local Homeless Management Information System (HMIS) (or comparable database if a victim services provider) including collecting and entering the required Data Elements for clients served with Trust Funds within one (1) week of assistance. Furthermore, sub-recipient agrees to provide program staff access to training when requested by the HMIS Lead Agency or the Division. The Division may delay reimbursement of funding if it is determined that a sub-recipient is not entering client information into the selected HMIS database as required;

B. If a shelter, agrees to collect and enter required Data Elements for clients served in shelters regardless if funds are expended;

C. Agrees to appoint a point-of-contact and an HMIS Security Officer (if required by new HMIS regulations) and shall provide contact information to the HMIS Lead Agency;

D. Shall be responsible for understanding and ensuring the sub-recipient and all Users abide by the following policies:

- HMIS Memorandum of Understanding executed between the sub-recipient and HMIS Lead Agency;
- HMIS Notice of Privacy Practices;
- HMIS Standard Operating Procedures;
- Agency Data Sharing Agreement (see paragraph E below);
- HMIS Agency Partnership Agreement;
- Requirement to track client recidivism, length of stay, documentation of case notes demonstrating client eligibility in HMIS; and

- Any other policies or procedures issued by the HUD, the Division, HMIS Lead Agency, HMIS Grantee, HMIS Steering Committee or local Continuum of Care;
- E. Agrees to complete the HMIS Self-Assessment Worksheet (located under the Exhibit's Section of this Notice) annually and submit a copy of the completed and executed document to the Division. A copy shall then be provided to the HMIS Steering Committee or designated HMIS Lead Agency.

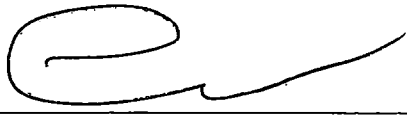
As part of this process the Executive Director or designated staff shall review HMIS authorization forms, privacy notices, desk signage, release forms, written complaint policies, and other applicable forms or notices to ensure the most recent, accurate and updated information is provided to households receiving Trust Fund assistance. Sample notices and forms can be downloaded from the HMIS Lead Agency website;

- F. Shall execute a Data Sharing Agreement with the HMIS Lead Agency to ensure duplication of services do not occur at a statewide level;
- G. Shall utilize HMIS to track goals and document outcomes for Trust Fund programs. The Executive Director or designated staff shall review HMIS data and available internal reports at least monthly for accuracy of user input, and to ensure data quality standards are met. Furthermore, sub-recipient shall review reports provided by the HMIS Lead Agency and shall correct errors or issues as needed. ***Data quality percentage rates for "missing data" shall not be less than 90% for clients entered into HMIS;***
- H. Shall cooperate with entities conducting HMIS monitoring visits, including Division staff, the HMIS Lead Agency, the HMIS Grantee, or a member of the HMIS Steering Committee. Sub-recipients shall download and complete the current HMIS Self-Assessment Checklist from the HMIS Lead Agency's website and have it available for review during the site visit;
- I. Shall comply with the Division's requirement to participate in local Continuum of Care centralized assessment system or a coordinated assessment system.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this 16th day of May, 2016.

DOUGLAS COUNTY

NEVADA HOUSING DIVISION



Lawrence Werner
County Manager




CJ Manthe
Administrator

State of Nevada)
County of Douglas)


State of Nevada)
Carson City)

On this 4 day of May, 2016, before me, a Notary Public, personally appeared Lawrence Werner who did say that he is the County Manager of the Douglas County Board of Commissioners, named in the foregoing instrument, and acknowledged that he executed the same.

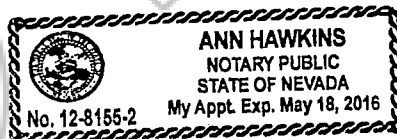
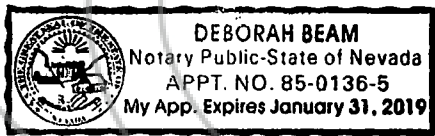
On this 16th day of May, 2016, before me, a Notary Public, personally appeared CJ Manthe, who did say that she is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that she executed the same.



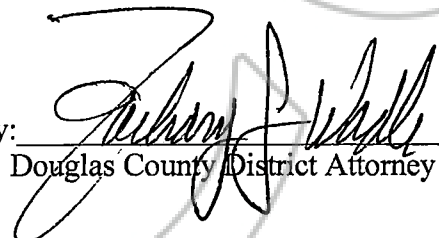
Notary Public



Notary Public



APPROVED AS TO FORM ONLY

By: 

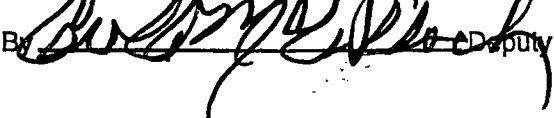
Douglas County District Attorney

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

25th day of May, 2016

By: 

Notary Public