

Assessor's Parcel Number: N/A

Date: JULY 31, 2017

Recording Requested By:

Name: CYNTHIA CLARK, SOCIAL SERVICES

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

2018 AGREEMENT #2017.141

(Title of Document)

FILED

NO. 2017-141  
2017 JUL 31 AM 9:13

2018 AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING  
WELFARE SET-ASIDE  
FUNDS BY DOUGLAS COUNTY

DOUGLAS COUNTY  
CLERK  
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"; and

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 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, effective July 1, 2017, funds not to exceed the total of \$13,500.00 from the 2018 rural welfare set-aside funds to assist with qualified Trust Fund welfare set-aside activities hereinafter referred to as "Activities." Households assisted may not have gross incomes that exceed 60% of area median income. 15% of the total households served must be at poverty level.

B. Social Services agree 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 agree 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.

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

A. Social Services have 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 and draw requests at least quarterly during the period of this Agreement. Failure to provide this information in the required timeframe may result in forfeiture of these funds. Records will contain, but are not limited to, the following data:

1. Total clients served;
2. Race and ethnicity breakdown of clients served in accordance with the U.S Department of Housing and Urban Development criteria;
3. Name or client number of each head of household served;
4. Household income for clients served;
5. Number of persons in each household served;
6. Type of assistance provided to each household served; and
7. Other information as indicated in the Exhibit F-Welfare Set-Aside Client Information Report.

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 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, Legislative Counsel Bureau, or any combination thereof.

G. The parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from any negligent act for negligent failure to act, by any of the party's employees, agents, or servants in connection with the performance of the Agreement.

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 and also to agree 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. Funds allocated by NHD to Social Services under this agreement must be used within 3 years after its award to Social Services as defined in NAC 319. Upon written request by Social Services and for good cause, NHD may extend the period of the grant for not more than 1 year.

J. In the event that Social Services and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

K. Social Services agrees that no public officer or public 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 public duties of that position.

L. Social Services agrees that no public officer or public employee of Social Services may use his or her position in government 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 significant pecuniary interest or any other person. As used herein, "unwarranted" means without justification or adequate reason.

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

N. Social Services agrees that no public officer or public employee of Social Services may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary 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 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 with 15 days written notification to Social Services.

C. NHD may, with 15 days written notification, suspend or terminate this agreement if Social Services fails to comply with any of its terms.

D. In the event the Social Services County Board of Commissioners does not appropriate funds necessary to carry out the purposes of this Agreement, the County may terminate the Agreement upon 15 days written notification to the Division.

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

F. 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this 6th day of July, 2017.

Chair, Douglas County Commissioners

William B. Penzel  
William Penzel  
Chair

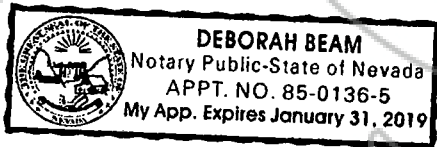
NEVADA HOUSING DIVISION

CJ Manthe  
CJ Manthe  
Administrator

State of Nevada )  
County of Douglas )

On this 11 day of July, 2017, before me, a Notary Public, personally appeared William B. Penzel who did say that he/she is the (title) Chair of the (name of entity) Douglas County, named in the foregoing instrument, and acknowledged that he executed the same.

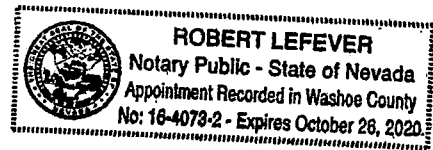
Deborah Beam  
Notary Public



State of Nevada )  
Carson City )

On this 14 day of July, 2017, 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 he executed the same.

Robert Lefever  
Notary Public



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

31st day of July, 2017

By Deborah Beam Notary