

Assessor's Parcel Number: N/A

Date: SEPTEMBER 18, 2018

Recording Requested By:

Name: LESLEE FISHER, SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



AGREEMENT #2018.202
(Title of Document)

19. 2018.2022

2018 SEP 17 AM 11:22

2019 AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING TRUST FUNDS BY
DOUGLAS COUNTY SOCIAL SERVICES

DOUGLAS COUNTY
DEPUTY
[Signature]

WHEREAS, the Housing Division, Department of Business and Industry, State of Nevada, ("NHD"), is the administering agency for the Account for Low-Income Housing Trust Funds, ("Account"); and

WHEREAS, NHD, is responsible for the planning, administration, implementation, and evaluation of the Account for Low-Income Housing Trust Funds Program ("Program"); and

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

WHEREAS, NHD desires to assist Douglas County Social Services by providing funds from the Account ("Trust Funds") to assist with qualified projects under NRS 319.500, and NAC 319.885 through 319.319.950, inclusive; and

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between NHD and the Douglas County Social Services that Trust Funds be conveyed to Douglas County Social Services by NHD, subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. Scope of Services

A. NHD will provide Trust Funds not to exceed the total of \$30,000.00 to Douglas County Social Services to assist with qualified Trust Fund projects or activities ("Projects"). These Trust Funds will be used to assist individuals and families at risk for homelessness or already homeless in obtaining and/or maintaining affordable housing. All households 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. All funds must be expended by June 30, 2020.

B. Douglas County Social Services agrees that any program costs, unless otherwise specified, exceeding the \$30,000.00 provided by NHD pursuant to this Agreement, will be the responsibility of Douglas County Social Services. An amount not to exceed ten percent (10%) of the Trust Funds conveyed pursuant to this Agreement may be used for project delivery costs. Any ongoing project costs, such as maintenance and operations, shall be the sole responsibility of Douglas County Social Services or if delegated, subgrantees, but in any event not that of NHD.

C. Douglas County Social Services agrees that fifteen percent (15%) of all families served by Trust Funds must have incomes at or below poverty level, and all families must have incomes at or below 60% of area median income as determined annually by the Department of Housing and Urban Development.

D. Changes in the Scope of Services as outlined herein must be in accordance with applicable sections of NRS chapter 319 and NAC chapter 319, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize the Account.

II. Division General Conditions

A. Douglas County Social Services has requested the financial support of NHD that is provided for in this Agreement in order to enable Douglas County Social Services to provide affordable 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, Douglas County Social Services shall be an independent contractor only.

B. Douglas County Social Services shall obtain, or require any subgrantee or subrecipient to obtain, any and all federal, state, and local permits and licenses required to execute any individual project as described in this Agreement's Scope of Services. Douglas County Social Services further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Douglas County Social Services will provide NHD with client usage records per project 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 or African American, White, American Indian or Alaskan Native, Asian and Native Hawaiian or other Pacific Islander;**
- 3. If client is or is not Hispanic;**
- 4. Number and percentage of low- and very low-income clients.**
- 5. Number of handicapped clients 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. 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 chapter 319, and NAC chapter 319.

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 or subrecipient to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.

H. Douglas County Social Services shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of projects 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;
5. Whether the periodic reports to NHD contain accurate and reliable information; and
6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

I. Visits by NHD to Projects shall be announced to Douglas County 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 Douglas County 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.

J. 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.

K. Subject to NRS Chapters 41 and 354, 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.

L. 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.

M. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to Douglas County Social Services under this Agreement must be expended by June 30, 2020.

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

O. 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.

P. 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.

Q. 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.

R. 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.

S. Douglas County Social Services, and any subgrantee or 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.

T. Douglas County Social Services, and any subgrantee or subrecipient, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Trust Fund Program or are required by HUD, NHD, or any combination thereof.

U. 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.

V. 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.

W. Upon the revocation of this Agreement or the expiration of its terms, Douglas County Social Services shall transfer to NHD any Trust Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Trust Funds, unless waived in writing by NHD.

III. Financial Management

A. Douglas County Social Services agrees, and shall require any subgrantee or subrecipient 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 to submit requests for funds monthly, in the

event there are no Trust Fund expenses, the draw total should read \$0.00.

C. Douglas County Social Services agrees that it may not request disbursement of funds under this Agreement until required Agreements are signed.

D. 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.

IV. 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 for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD or Douglas County Social Services 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 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. It is not intended for the benefit of any third parties.

E. The Douglas County Social Services shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide NHD with a copy of the complete audit report. When complying with the Single audit Act and 2 CFR Part 200, Subpart F, the audit must include funds that were disbursed from the Account and require all subgrantees and subrecipients who must comply with the Single Audit Act to include Trust Funds.

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

A. Douglas County Social Services 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 Douglas County Social Services uses Trust Funds for a shelter, Douglas County Social Services agrees to collect and enter required Data Elements for clients served in shelters regardless if funds are expended.

C. Douglas County Social Services 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. Douglas County Social Services shall be responsible for understanding and ensuring the sub-recipient and all Users abide by the following policies:

1. HMIS Memorandum of Understanding executed between the sub-recipient and HMIS Lead Agency;
2. HMIS Notice of Privacy Practices;
3. HMIS Standard Operating Procedures;
4. Agency Data Sharing Agreement (see paragraph E below);
5. HMIS Agency Partnership Agreement;
6. Requirement to track client recidivism, length of stay, documentation of case notes demonstrating client eligibility in HMIS; and
7. 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. Douglas County Social Services 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.

F. 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.

G. Douglas County Social Services shall execute a Data Sharing Agreement with the HMIS Lead Agency to ensure duplication of services do not occur at a statewide level.

H. Douglas County Social Services 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.***

I. Douglas County Social Services 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.

J. Douglas County Social Services 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 27th day of August, 2018.

DOUGLAS COUNTY SOCIAL SERVICES

NEVADA HOUSING DIVISION



Lawrence Werner
County Manager



Steve Aichroth
Administrator

State of Nevada)
Douglas County)

State of Nevada)
Carson City)

On this 16th day of August, 2018 before me, a Notary Public, personally appeared Lawrence Werner, who did say he is the County Manager of Douglas County Social Services, named in the foregoing instrument, and acknowledged that he executed the same.

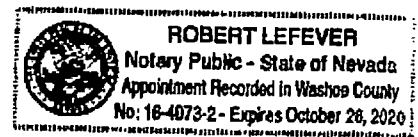
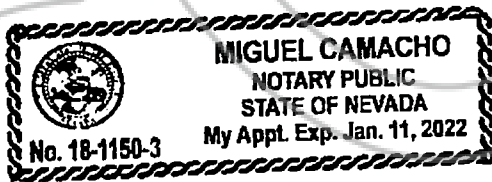
On this 27 day of August, 2018, before me, a Notary Public, personally appeared Steve Aichroth, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.



Notary Public



Notary Public




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DOUGLAS COUNTY SOCIAL SERVICES

NEVADA HOUSING DIVISION



Lawrence Werner
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State of Nevada)
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Carson City)

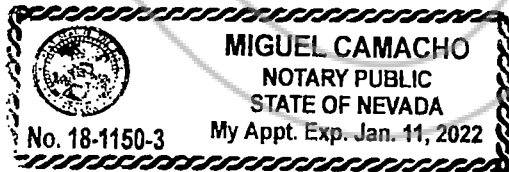
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Notary Public

Notary Public





BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS & INDUSTRY
HOUSING DIVISION
1830 College Parkway Ste. 200
Carson City, Nevada 89706

C.J. MANTHE
Director

STEVE AICHROTH
Administrator

July 24, 2018

PROGRAM BULLETIN

Low-Income Housing Trust Fund

TO: Low-Income Housing Trust Fund Applicant

RE: FY 2019 Low-Income Housing Trust Fund Allocation

Douglas County
Reno, NV

The Nevada Housing Division is pleased to inform Douglas County Social Services of the FY 2019 Low-Income Housing Trust Fund (LIHTF) allocation award. Please see the allocation information below:

Per grant application:		Requested	Award
• Rental Assistance		<u>\$30,000</u>	<u>\$30,000</u>
Total Requested:	<u>\$30,000</u>		
Total Award Amount:	<u>\$30,000</u>		

Douglas County Social Services will receive a copy of the 2019 Written Agreement (via email) that needs to be executed and returned to NHD. Once the document has been executed by all parties, one original document will be returned for your records.

Please contact Martha Welden via email at mwelden@housing.nv.gov or by telephone at (775) 687-2231 with any questions regarding this Program Bulletin.

Thank you,
Nevada Housing Division.

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

18th day of August 2018

By  Deputy

(775) 687-2240 or (800) 227-4960
Fax: (775) 687-4040
TDD Number (800)326-6868
www.housing.nv.gov