

**Recorder's Office Cover Sheet**

**Recording Requested By:**

Name: Jodi Qualls

Department: DCSS

DOUGLAS COUNTY, NV  
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DC/SOCIAL SERVICES

**2021-976917**  
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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: \_\_\_\_\_

11/10/2021

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

2022 AGREEMENT TO USE ACCOUNT FOR AFFORDABLE HOUSING  
WELFARE SET-ASIDE PROGRAM BY DOUGLAS COUNTY SOCIAL SERVICES AL DEPUTY

THIS STATE FISCAL YEAR ("SFY") 2022 AGREEMENT TO USE THE ACCOUNT FOR AFFORDABLE HOUSING WELFARE SET-ASIDE PROGRAM ("WSAP") is made and entered into by and between Douglas County Social Services a political subdivision of the State of Nevada, and the State of Nevada, Department of Business and Industry, Nevada Housing Division ("Division"), collectively the "Parties."

WHEREAS, the Department of Business and Industry Housing Division, State of Nevada, is the administering agency for the Account for Affordable Housing ("AAHTF"); and

WHEREAS, the Division is responsible for the planning, administration, implementation, and evaluation of the WSAP ("Program"); and

WHEREAS, the Division desires to assist by providing AAHTF, WSAP Funds ("Funds") to Douglas County Social Services in order to assist with qualified Program activities.

NOW, THEREFORE, in consideration of the foregoing premises, the use of Program funds be conveyed to Douglas County Social Services by the Division, subject to the following conditions and limitations:

**I. Scope of Services.**

- A. The Division will provide, effective July 1, 2021, Funds not to exceed the total of \$18,879.70 from the SFY 2022 Account for AAHTF, WSAP to assist with qualified program activities. Money must be made available to families that have children and whose income is at or below the federally designated level signifying poverty per NRS 319.510 2(a)(3)
- B. All funds must be expended by June 30, 2024. Per NAC 319.948 if money awarded from the Account has not been expended in relation to the project within 3 years after its award to an applicant, it must be returned to the Division. Upon written request by the applicant and for good cause, the Division may extend the period of the grant for not more than 1 year.
- C. In the event that Douglas County Social Services and/or the Division anticipate the total amount of Funds allocated for this Agreement will not be expended, the Division reserves the right to recapture that portion and reallocate funds for other projects/programs operated under the Program.
- D. Douglas County Social Services agrees that any program costs, with regard to the distribution of Program Funds unless otherwise specified, exceeding \$18,879.70 will be the responsibility of Douglas County Social Services. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Douglas County Social Services.
- E. Before disbursing Funds on behalf of any recipient, Douglas County Social Services agrees

to enter into an agreement by way of a signed application with the recipient.

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

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

- A. Douglas County Social Services has requested the financial support of the Division that is provided for in this Agreement to provide emergency housing assistance to eligible residents of Douglas County, Nevada. The Division 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 the Division may be claimed or found to exist, Douglas County Social Services shall be an independent contractor only.

- B. Douglas County Social Services will provide the Division with client usage records per activity on a quarterly basis during the period of this Agreement. These records will be submitted in a manner per the direction of the Division and 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. Douglas County Social Services will not use any portion of the allocated funds for any activities other than qualified program activities, as defined in NRS 319.510. Any recipient or subgrantee must meet program requirements and serve eligible families with children as defined in NRS 319.060.

Qualified program activities include:

1. Emergency Rental Assistance
2. Financial assistance with rental and utility security deposits
3. Emergency assistance with utility expenses
4. Expenses associated with emergency motel lodging
5. Other qualifying activities to prevent homelessness

- D. 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 the Division. Any such assignment or delegation made without the required consent shall be voidable by the Division, and may, at the option of the Division, result in the forfeiture of all financial support provided herein.

- E. Douglas County Social Services shall allow duly authorized representatives of the Division

to conduct such occasional reviews, audits and onsite monitoring of activities as the Division 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 the Division contain accurate and reliable information.
- F. On site visits by the Division shall be announced to Douglas County Social Services in advance of those visits and shall occur during normal operating hours.
- G. The representatives of the Division may request, at any time, and, if such a request is made, shall be granted, access to all records of Douglas County Social Services which relate to the program. Records with respect to the Program shall be made available for audit, examination and review by the Division, the Attorney General's Office, contracted independent auditors, Legislative Counsel Bureau, or any combination thereof. The representatives of the Division may, from time to time, interview recipients of the housing services of the Program who volunteer to be interviewed.
- H. 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 or negligent failure to act, by any of that party's employees, agents, or servants in connection with the performance of the Agreement.
- I. Douglas County Social Services will not use any Funds or other resources which are supplied by the Division in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify the Division of any legal action which is filed by or against it in conjunction with this program.
- J. This Agreement will be effective July 1, 2021 ("Effective Date") and will commence upon its approval and signature by all parties.
- K. Douglas County Social Services agrees that no public officer or public 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 public duties of that position.
- L. Douglas County Social Services agrees that no public officer or public employee of Douglas County 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. Douglas County Social Services agrees that no public officer or public employee of Douglas

County Social Services may participate as an agent of Douglas County Social Services in the negotiation or execution of a contract between Douglas County Social Services and any private business in which he or she has a significant pecuniary interest.

- N. Douglas County Social Services agrees that no public officer or public employee of Douglas County Social Services may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.
- O. 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 Program or are required by the Division.
- P. Any material breach of this section may in the discretion of the Division, result in forfeiture of all unexpended Funds received by Douglas County Social Services pursuant to this Agreement, or any part thereof.
- Q. No officer, employee or agent of the Division 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. Douglas County 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 the Division.
- B. Douglas County Social Services agrees to submit requests for funds monthly, but no less than *quarterly*, in the event there are no expenses, a draw shall be submitted. The draw total should read \$0.00. Requests for Funds will be submitted in a manner per the direction of the Division.
- C. 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 activity will be provided upon request to the Division.

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

- A. The Division and Douglas County Social Services will amend or otherwise revise this Agreement should a modification be required.
- B. In the event that any of the Funds, for any reason, are terminated or withheld from the Division or otherwise not forthcoming, the Division may revoke this Agreement with 15 days written notification to Douglas County Social Services.

- C. The Division may, with 15 days written notification, suspend or terminate this Agreement if Douglas County Social Services fails to comply with any of its terms.
- D. Douglas County Social Services may terminate this Agreement upon 60 days written notification to the Division.
- E. This Agreement may be terminated at the convenience of the Division with 15 days written notice.
- 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.
- G. This Agreement shall be governed by the laws of the State of Nevada. In the event litigation ensues arising out of this Agreement, it shall be filed in the First Judicial District Court, City of Carson City. Any notice to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail receipt requested or facsimile at the following address:

To: The Nevada Housing Division

Nevada Housing Division  
 1830 College Parkway, Suite 200  
 Carson City, NV 89706

To: Douglas County Social Services

Douglas County Social Services  
 P.O. Box 218  
 Minden, NV 89423

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this 23rd day of September, 2021.

DOUGLAS COUNTY SOCIAL SERVICES

NEVADA HOUSING DIVISION

*Jenifer Davidson*

Steve Aichroth  
Digitaly signed by: Steve Aichroth  
 CN = Steve Aichroth email =  
 hroth@housing.nv.gov C = AD O = Housing  
 Division OU = Administrator  
 date: 2021.09.23 15:52:09 -0700

\_\_\_\_\_  
 Signing Authority Date

\_\_\_\_\_  
 Stephen Aichroth Date  
 Administrator

Jenifer Davidson, Acting County Manager

State of Nevada )  
 (Carson City)

\_\_\_\_\_  
 Print Name & Title

State of Nevada )  
 (Douglas County)

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

10 day of November, 2021

By [Signature] Deputy