2019 INTERLOCAL AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING WELFARE SET-ASIDE FUNDS BY WASHOE COUNTY

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 ("Trust Funds"); and

WHEREAS, NHD is responsible for the planning, administration, implementation, and evaluation of the Welfare Set-Aside Trust Funds ("Program"); and

WHEREAS, Washoe County is a political subdivision of the State of Nevada; and

WHEREAS, NHD desires to assist Washoe County by providing Trust Funds to Washoe County on behalf of its Social Service Department, ("Social Service") in order to assist with qualified welfare set-aside activities.

NOW, THEREFORE, in consideration of the foregoing premises, the use of Trust Funds be conveyed to Washoe County on behalf of Social Service, by NHD subject to the following conditions and limitations:

I. Scope of Services.

A. NHD will provide, effective July 1, 2018, funds not to exceed the total of $137,150.99 from the 2019 Rural Welfare Set-Aside Trust Funds to assist with qualified Program activities ("Activities"). Households assisted may not have gross incomes that exceed 60% of area median income and 15% of the total households served must be at poverty level.

B. Social Service agrees that any program costs, with regard to the distribution of welfare set-aside funds unless otherwise specified, exceeding $137,150.99 will be the responsibility of Social Service. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Social Service.

C. Before disbursing Trust Funds to any recipient, Social Service agrees 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 Interlocal Agreement and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

II. Division General Conditions. Social Service agrees to abide by all conditions fully set forth below.

A. Social Service has requested the financial support of NHD that is provided for in this Agreement in order to enable Social Service to provide emergency housing assistance to eligible residents of Washoe County, Nevada. 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 Service shall be an independent contractor only.

B. Social Service will provide NHD with client usage records per activity 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. 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 Service will not use any portion of the allocated Trust Funds for any Activities 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 Service 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 Service 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.

F. Visits by NHD shall be announced to Social Service 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 Service 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.

G. At any time during normal business hours, Social Service's 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.

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. Social Service will not use any Trust Funds or other 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.

J. This Agreement will commence upon its approval and signature by all parties ("Effective Date"). Trust Funds allocated by NHD to Social Service under this Agreement must be **expended within 3 years after the Effective Date**. Upon written request by Social Service and for good cause, NHD may extend the period of the grant for not more than 1 year.

K. In the event that Social Service and/or NHD anticipate the total amount of Trust 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.

L. Social Service agrees that no public officer or public employee of Social Service 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.

M. Social Service agrees that no public officer or public employee of Social Service 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.

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

O. Social Service agrees that no public officer or public employee of Social Service may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.

P. Social Service, 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 NHD.

Q. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Trust Funds received by Social Service 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 activity during the period of service of such officer, employee or agent, for one year thereafter.

III. Financial Management.

A. Social Service 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 Service agrees to submit requests for funds monthly, in the event there are no Trust Fund expenses, the draw total should read $0.00.

C. Social Service 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.

IV. Modification or Revocation of Agreement.

A. NHD and Washoe County 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, for any reason, are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement_with 15 days written notification to Washoe County.

C. NHD may, with 15 days written notification, suspend or terminate this Agreement if Washoe County fails to comply with any of its terms.

D. In the event the Washoe 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 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 Eighth Judicial District Court,

Clark County, Nevada.

E. 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 addresses:

To: Washoe County	Director Washoe County Human Services P.O. Box 11130 Reno, NV 89520
To: NHD	Administrator Nevada Housing Division 1830 College Parkway, Suite 200 Carson City, NV 89706

F. This Agreement shall be in full force until the funds provided to Social Service have been depleted and NHD has completed its audit of the Social Services records.

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 _____ day of _____, 2018.

WASHOE COUNTY

Marsha Berkbigler

Chair
Washoe County Board of Commissioners

NEVADA HOUSING DIVISION

Stephen Aichroth
Administrator

State of Nevada)
Washoe County)

On this 25th day of September, 2018, before me, a Notary Public, personally appeared (name) Marsha Berkbigler, who did say that he/she is the (title) Chair of the (name of entity) Washoe County Commission, named in the foregoing instrument, and acknowledged that he/she executed the same.

Nancy L. Parent

Notary Public

NANCY L. PARENT
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-0825-2 - Expires October 24, 2021

State of Nevada)
Carson City)

On this 9th day of October, 2018, before me, a Notary Public, personally appeared Stephen Aichroth, 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.

Notary Public

ROBERT LEFEVER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 16-4073-2 - Expires October 26, 2020