

2021 AGREEMENT TO USE ACCOUNT FOR AFFORDABLE HOUSING
WELFARE SET-ASIDE PROGRAM BY WASHOE COUNTY

THIS 2021 AGREEMENT TO USE THE ACCOUNT FOR AFFORDABLE HOUSING WELFARE SET-ASIDE PROGRAM ("WSAP") is made and entered into this ____ day of _____, 2020 by and between Washoe County, 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 Funds ("Funds") to Washoe County on behalf of its Human Service Agency ("Human Service Agency") in order to assist with qualified Program activities.

NOW, THEREFORE, in consideration of the foregoing premises, the use of Program funds be conveyed to Human Service Agency on behalf of Washoe County, by the Division, subject to the following conditions and limitations:

I. Scope of Services.

- A. The Division will provide, effective July 1, 2020, Funds not to exceed the total of \$181,341 from the 2021 Account for Affordable Housing Welfare Set-aside Program 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) All funds must be expended by June 30, 2023
- B. Human Service Agency agrees that any program costs, with regard to the distribution of Program Funds unless otherwise specified, exceeding \$181,341 will be the responsibility of Human Service Agency. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Human Service Agency.
- C. Before disbursing Funds on behalf of any recipient, Human Service Agency 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, 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. Human Service Agency agrees to abide by all conditions fully set forth below.

- A. Human Service Agency has requested the financial support of the Division that is provided

for in this Agreement to provide emergency housing assistance to eligible residents of Washoe 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, Human Service Agency shall be an independent contractor only.

- B. Human Service Agency 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. Human Service Agency 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. Human Service Agency 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. Human Service Agency 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 Human Service Agency 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 of the records of _____ 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. At any time during normal business hours, Human Service Agency's 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.
- I. 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.
- J. Human Service Agency 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.
- K. This Agreement will be effective July 1, 2020 ("Effective Date") and will commence upon its approval and signature by all parties. Funds allocated by the Division to Human Service Agency under this Agreement must be **expended within 3 years after the Effective Date**.
- L. 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.
- M. In the event that Human Service Agency 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.
- N. Human Service Agency agrees that no public officer or public employee of Human Service Agency 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.
- O. Human Service Agency agrees that no public officer or public employee of Human Service

Agency 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.

- P. Human Service Agency agrees that no public officer or public employee of Human Service Agency may participate as an agent of Human Service Agency in the negotiation or execution of a contract between Human Service Agency and any private business in which he or she has a significant pecuniary interest.
- Q. Human Service Agency agrees that no public officer or public employee of Human Service Agency may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.
- R. Human Service Agency, 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.
- S. Any material breach of this section may in the discretion of the Division, result in forfeiture of all unexpended Funds received by Human Service Agency pursuant to this Agreement, or any part thereof.
- T. 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. Human Service Agency 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. Human Service Agency agrees to submit requests for funds 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. Human Service Agency 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 Human Service Agency 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 Human Service Agency.
- C. The Division may, with 15 days written notification, suspend or terminate this Agreement if Human Service Agency fails to comply with any of its terms.
- D. The County 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 Second Judicial District Court, Washoe County, Nevada.
- H. 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: Washoe County Human Services Agency

Washoe County Human Services Agency
350 S. Center Street
Reno, NV 89501

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2020.

WASHOE COUNTY

NEVADA HOUSING DIVISION

Pamela Mann
Division Director Finance & Administration

Stephen Aichroth
Administrator

State of Nevada)
(Washoe County)

State of Nevada)
(Carson City)

