2025 AGREEMENT TO USE WELFARE SET-ASIDE PROGRAM
FUNDS BY WASHOE COUNTY HUMAN SERVICES AGENCY HUMAN SERVICES AGENCY

THIS STATE FISCAL YEAR ("SFY") 2025 AGREEMENT TO USE THE ACCOUNT FOR AFFORDABLE HOUSING FUND WELFARE SET-ASIDE PROGRAM ("Program") is made and entered into on this _____ day of _____ 2025, ("Effective Date") by and between Washoe County Human Services Agency, 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 Fund ("Account"); and

WHEREAS, the Division is responsible for the planning, administration, implementation, and evaluation of the Program; and

WHEREAS, the Division desires to provide Program Funds ("Funds") to Washoe County Human Services Agency Human Services 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 Washoe County Human Services Agency Human Services Agency by the Division, subject to the following conditions and limitations:

I. Scope of Services.

A. The Division will provide Funds not to exceed the total of $107,265.00 from the SFY 2025 Program to assist with qualified program activities. Money must be made available to needy families with children whose incomes are at or below the federally designated level signifying poverty.

B. All Funds must be expended between July 1, 2024, and June 30, 2027 ("Expenditure Date"). Pursuant to NAC 319.948, if the Funds have not been expended by the Expenditure Date, it must be returned to the Division. Upon written request by the applicant and for good cause, the Division may extend the Expenditure date for not more than 1 year. Written requests for an extension must be submitted within 60 days of the Expenditure Date to be considered by the Division. In the event Washoe County Human Services 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.

C. Washoe County Human Services Agency agrees that any program costs, with regard to the distribution of Funds unless otherwise specified, exceeding $107,265.00 will be the responsibility of Washoe County Human Services Agency Human Services Agency. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Washoe County Human Services Agency.

D. Before disbursing Funds on behalf of any recipient, Washoe County Human Services Agency agrees to enter into an agreement by way of a signed application with the recipient.

E. 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. Washoe County Human Services Agency agrees to abide by all conditions fully set forth below.

A. Washoe County Human Services Agency has requested the financial support of the Division that is provided for in this Agreement to provide emergency housing assistance to needy families with children whose incomes are at or below the federal poverty level of Washoe. 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, Washoe County Human Services Agency shall be an independent contractor only.

B. Washoe County Human Services Agency will provide the Division with client usage records per activity on a quarterly basis during the period of this Agreement, pursuant to NAC 319.946 and NRS 319.520(2). Quarterly reports will be submitted in a manner per the direction of the Division.

C. Washoe County Human Services 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.

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. Washoe County Human Services 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. Washoe County Human Services 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 Washoe County Human Services 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 records of Washoe County Human Services Agency 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. Washoe County Human Services 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.

J. This Agreement will be on the Effective Date.

K. Washoe County Human Services Agency agrees that no public officer or public employee of Washoe County Human Services 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.

L. Washoe County Human Services Agency agrees that no public officer or public employee of Washoe County Human Services 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.

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

N. Washoe County Human Services Agency agrees that no public officer or public employee of Washoe County Human Services Agency may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.

O. Washoe County Human Services 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.

P. Any material breach of this section may in the discretion of the Division, result in forfeiture of all unexpended Funds received by Washoe County Human Services Agency 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. Washoe County Human Services 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. Washoe County Human Services Agency agrees to submit requests for funds monthly on the 15th of the month after the expenses are incurred. Should the 15th fall on a weekend or holiday, the draw shall be submitted the next business day. 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. Washoe County Human Services 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 Washoe County Human Services Agency will amend or otherwise revise this Agreement should a modification be required.

B. The Division may, with 15 days written notice, suspend or terminate this Agreement in the event any of the Funds are withheld from the Division or otherwise not forthcoming, if Washoe County Human Services Agency fails to comply with any of this Agreement's terms, or at the convenience of the Division.

C. Washoe County Human Services Agency may terminate this Agreement upon 60 days written notification to the Division.

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.

E. 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, 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: 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.

WASHOE COUNTY HUMAN SERVICES AGENCY

_____
Signing Authority Date

_____
Print Name & Title

NEVADA HOUSING DIVISION

_____
Stephen Aichroth Date
Administrator