

2025 SUPPORTIVE HOUSING DEVELOPMENT FUND  
GRANT AGREEMENT  
SHDF-25R1-OS05

This Supportive Housing Development Fund Grant Agreement is made and entered into on this 17<sup>th</sup> day of June 2025, (“Effective Date”) by and between the State of Nevada, Department of Business and Industry, Nevada Housing Division (“Division”), and Washoe County Human Services Agency, a political subdivision, (“Grantee”) collectively the “Parties.”

WHEREAS, the Division is the administering agency for the Supportive Housing Development Fund (“Fund”) created pursuant to Nevada Revised Statutes (“NRS”) 319.610; and

WHEREAS, the Division is responsible for the planning, administration, implementation, and evaluation of the Supportive Housing Grant Program (“Program”) for awarding grants for the development of supportive housing and the provision of supportive housing services as set forth in NRS 319.600, inclusive; and

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

WHEREAS, the Division desires to assist the Grantee by providing money from the Fund (“Funds”) to assist Grantee with qualified Program activities.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants, and agreements herein, the Parties hereto do hereby agree as follows:

**I. Scope of Services.**

- A. The Division will grant SFY 2025 Funds to Grantee in an amount not to exceed \$5,595,378, to assist Grantee with qualified Program Activities, as more particularly described in Exhibit A, attached hereto and incorporated herein, separated as follows: \$217,675 for operations; \$4,782,085 for supportive services; \$95,642 for training; and \$499,976 for administration.
- B. All Funds must be expended between June 17, 2025, and June 30, 2031, (“Expenditure Period”). If Funds have not been expended by June 30, 2031, (“Expenditure Date”), the Funds must be returned to the Division. Upon written request by the Grantee and for good cause, the Division may extend the Expenditure Period for not more than 1 year. In the event the Grantee and/or the Division anticipate the total amount of Funds allocated for this Agreement will not be expended by the Expenditure Date, the Division reserves the right to recapture that portion and reallocate funds for other projects/programs operated under the Program.
- C. Grantee agrees that any program costs, with regard to the distribution of Funds pursuant to this Agreement unless otherwise specified, exceeding \$5,595,378 will be the responsibility of Grantee. An amount not to exceed \$499,976 of the Funds conveyed pursuant to this Agreement may be used for administration. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Grantee.

- D. Before disbursing Funds on behalf of any recipient, Grantee agrees to enter into an agreement by way of a signed application with the recipient.
- E. Changes in this Article I, 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.

## **II. Division General Conditions.**

- A. Grantee has requested the financial support of the Division that is provided for in this Agreement to assist Grantee with qualified Program activities, as more particularly described in Exhibit A. 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, Grantee shall be an independent contractor only.
- B. Grantee will provide the Division with regular reporting on a quarterly basis to identify occupancy and service trends. The Division reserves the right to change the reporting requirements from time to time, with at least thirty (30) days' written notice to the grantee.
- C. Grantee will not use any portion of the Funds provided by this Agreement for any activities other than qualified Program activities.
- D. If the Division determines that Funds have been expended on ineligible costs, Grantee shall repay to the Division, along with any fees, interest, or other finds, the amount of Funds expended on ineligible costs.
- E. Grantee 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.
- F. Grantee 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.
- G. Visits by the Division to Project shall be announced in advance of those visits and shall

occur during normal operating hours. The representatives of the Division may request, and, if such a request is made, shall be granted, access to all of the records related 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, or any combination thereof. The representatives of the Division may, from time to time, interview recipients of the Program who volunteer to be interviewed.

- H. Grantee will protect, defend, indemnify, and save and hold harmless the Division 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 Grantee or its agents pursuant to this Agreement.
- I. Grantee 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. Grantee agrees that no public officer or public employee of Grantee 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.
- K. Grantee agrees that no public officer or public employee of Grantee 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.
- L. Grantee agrees that no public officer or public employee of Grantee may participate as an agent of Grantee in the negotiation or execution of a contract between Grantee and any private business in which he or she has a significant pecuniary interest.
- M. Grantee agrees that no public officer or public employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.
- N. Grantee, 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.
- O. Any material breach of this section may, in the discretion of the Division, result in forfeiture of all unexpended Funds received by Grantee pursuant to this Agreement, or any part thereof.
- P. 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.

- Q. Grantee agrees that it shall not enter into any agreement, written or oral, with any contractor if the contractor or subcontractor is listed on the Federal or State of Nevada Consolidated List of Debarred, Suspended, and Ineligible Contractors.

### **III. Financial Management.**

- A. Grantee 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. Funds provided to the Grantee pursuant to this Agreement are expendable beginning on the Effective Date. This Agreement will commence upon the Effective Date. Funds must be expended by the Expenditure Date. Funds will be disbursed on a drawdown basis. Grantee shall submit draw requests to the Division by the 15<sup>th</sup> of the following month, with supporting documentation. Should the 15<sup>th</sup> fall on a weekend or holiday, the draw shall be submitted the next business day. In the even there are no expenses, a draw shall be submitted with the draw total reading \$0.00. Division shall have 30 days to process such draw request. Payments will be made by the Division to the Grantee in the form of reimbursement for monies already spent on eligible Project costs.
- C. Grantee 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.
- D. Grantee shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide the Division 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 Supportive Housing Development Funds.

### **IV. Default and Remedies.**

- A. The following shall constitute an event of default under this Agreement: Any breach of this Agreement after the expiration of any notice and cure periods set forth in Paragraph B of this Article IV.
- B. Upon the occurrence of an event of default listed above, the Division will provide Grantee notice of the default and Grantee shall have 30 days from the date of the notice to cure the default. If the Grantee does not cure the default, the entire outstanding balance, including principal and interest, becomes immediately due and owing. The Division may proceed to protect and enforce its rights by mandamus or other suit, actions, or proceeding at law or in equity. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other

remedy existing at law or equity or by statute. No delay or omission of the Division to exercise any right or remedy accruing on an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein.

**V. Miscellaneous.**

- A. All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, commercial delivery service, overnight courier, or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

To the Division: 1830 E. College Parkway  
Suite 200  
Carson City, Nevada 89706  
Attn: Administrator  
Telephone: (775) 687-2249  
Facsimile: (775) 687-4040  
E-mail: [nhdinfo@housing.nv.gov](mailto:nhdinfo@housing.nv.gov)

To the Grantee:

Any such notice, demand, request, or communication shall be deemed to have been given and received for all purposes under this Agreement:

1. Three business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or if applicable, certified mail, return receipt requested, postage prepaid;
  2. On the date of transmission when delivered by facsimile transmission, provided any transmission received after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following business day;
  3. On the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and
  4. On the date of actual deliver to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, such notice, demand, request or communication shall be deemed to have been given and received on the next business day.
- B. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.
- C. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.
- D. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.

- E. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.
- F. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- G. All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.
- H. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.
- I. This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.
- J. Each Party represents and warrants to the other Party that:
  - 1. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
  - 2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been dully authorized by all methods or corporate action of the Parties; and
  - 3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- K. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- L. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

- A. The Division and Grantee will amend or otherwise revise this Agreement should a modification be required under NRS 319 or NAC 319.
- 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 or Grantee may revoke this Agreement.

- C. The Division may suspend or terminate this Agreement if Grantee fails to comply with any of this Agreement's 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby  
**NEVADA HOUSING DIVISION:**

By: \_\_\_\_\_  
Steve Aichroth, Administrator  
Nevada Housing Division

**GRANTEE:**  
Washoe County Human Services Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**GRANTEE RESPONSIBILITIES AND PROGRAM COMPLIANCE REQUIREMENTS**  
**Supportive Housing Development Fund (SHDF)**

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**A. Use of Funds**

1. The Grantee shall utilize funds awarded under this Agreement solely for approved Program activities. Use of funds for any unapproved purpose is strictly prohibited.
  2. Under no circumstances shall the Grantee use any portion of the funds for activities not aligned with the intent or scope of the Program.
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**B. Permanent Supportive Housing (PSH) Unit Requirements**

To qualify as a PSH unit under the SHDF, each unit must meet all of the following criteria:

1. **Income and Rent Requirements**
    - PSH units must serve households with incomes at or below 30% of the Area Median Income (AMI) for the county in which the housing is located.
    - Rent must not exceed 30% of the household's income.
    - Tenant income must be verified annually or upon any change in circumstances and documented in tenant files to ensure continued eligibility.
  2. **Tenant Lease and Tenure**
    - Tenants must have an active lease agreement with the Grantee or its partner, which upholds all rights and responsibilities pursuant to NRS 118A.
    - There shall be no imposed limits on the length of tenancy. Eligible households may remain housed indefinitely, provided they comply with lease terms. Age-related restrictions or "aging out" provisions are not permitted.
  3. **Program Approval and Services**
    - Tenant selection plans must be submitted to and approved by the Division.
    - Tenants must have access to flexible, person-centered supportive services.
    - Each unit must be occupied by an individual with a complex and disabling behavioral or physical health condition as verified by a licensed medical or behavioral health practitioner.
    - At the time of entry, tenants must be experiencing homelessness or at risk of homelessness; and must meet the eligibility criteria outlined in Exhibit 1, Section C, Tenant Eligibility Criteria.
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**C. Tenant Eligibility Criteria**

1. To qualify for SHDF-funded supportive housing and/or services, tenants must:
  - Have household incomes at or below 30% of AMI, as defined by HUD for the applicable area; and

- Be experiencing homelessness with a long-term or indefinite disabling medical or behavioral health condition requiring supportive services to maintain housing stability.
  - 2. A tenant is considered eligible if they meet one or more of the following:
    - a. Experiencing homelessness at the time of program intake and for at least 12 months preceding eligibility determination;
    - b. Have experienced homelessness on at least four separate occasions within the prior three years, totaling a minimum of 12 months;
    - c. Have a history of high utilization of institutional care facilities (e.g., hospitals, treatment centers, jails);
    - d. Be at risk of homelessness, as evidenced by:
      - Income at or below 30% of AMI;
      - Lack of immediate resources for housing stability; and
      - One or more of the following conditions:
        - i. Frequent relocations due to economic or health-related issues
        - ii. Residing with others due to financial hardship
        - iii. Notice of termination of current housing
        - iv. Placement in a temporary hotel or motel by an agency
        - v. Residing in overcrowded or congregate housing settings
        - vi. Transitioning from institutional care
        - vii. Living in unstable housing environments at increased risk of chronic homelessness
  - 3. All eligible tenants must be assessed by a licensed professional to confirm a complex, disabling medical or behavioral health condition.
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## **D. Supportive Services Access**

The Grantee shall ensure that all PSH tenants have access to individualized supportive services aimed at assisting with transition into, and maintenance of, permanent housing. These services shall also support adherence to tenancy responsibilities.

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## **E. Reporting Requirements**

The Grantee shall submit quarterly reports to the Division throughout the Agreement term, including but not limited to:

- Total number of clients served
- Client racial demographics (e.g., Black/African American, White, Native American, Asian, Pacific Islander)
- Ethnicity of clients (Hispanic or non-Hispanic)
- Income source and amount for each qualifying client or guardian
- Client age and gender
- Household size of each qualifying client
- Rent charged to each household

- Homelessness classification of each client
  - Disability category of each client
  - Total number of PSH units occupied by eligible SHDF clients
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## **F. Staffing and Training Requirements**

The Grantee shall ensure that all personnel (paid or volunteer, full-time or part-time) possess appropriate qualifications and receive necessary training to perform their duties. The Grantee shall:

1. Maintain written policies addressing eligibility, selection, compensation, training, safety, and security
  2. Provide staff orientation on the supportive services outlined in this Agreement
  3. Provide orientation on internal policies and procedures, including health and safety protocols
  4. Ensure all staff receive training, as appropriate to their roles, in the following areas (as approved by the Division):
    - Crisis prevention and de-escalation techniques
    - Standard First Aid and/or CPR
    - Trauma-informed care practices
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## **G. Budget Submission and Fiscal Management**

1. The Grantee shall submit an annual proposed budget by **March 31st** of each year, using a format approved by the Division. Budgets must delineate expenses by category:
  - SHDF Operating Services
  - SHDF Supportive Services
  - SHDF Capacity Building
2. Along with the budget submission, the Grantee shall also provide:
  - Updated staffing plans for the upcoming Fiscal Year, including required training levels
  - Updated Grantee contact information
  - Any proposed changes to the existing staffing plan
3. The Division shall provide the approved SHDF Administrative Guidelines for the upcoming Fiscal Year upon budget approval.