

2021 AGREEMENT TO USE ACCOUNT FOR AFFORDABLE HOUSING TRUST FUNDS BY  
CLARK COUNTY HOME CONSORTIUM

THIS 2021 AGREEMENT TO USE THE ACCOUNT FOR AFFORDABLE HOUSING ("Account") is made and entered by and between Clark County, and the State of Nevada, Department of Business and Industry, Nevada Housing Division ("NHD"), collectively the "Parties."

WHEREAS, NHD is the administering agency for the Account; and

WHEREAS, NHD is responsible for the planning, administration, implementation, and evaluation of the Account for Affordable Housing Trust Funds Program ("Program"); and

WHEREAS, the Clark County HOME Consortium, hereinafter called the "Consortium", is a group of geographically contiguous units of local government consisting of Clark County and the City of North Las Vegas, which units of local government have entered into an Inter-Local Agreement creating the consortium, designating and empowering Clark County to act as lead agency; and

WHEREAS, NHD desires to assist the Consortium by providing funds from the Account ("Trust Funds") to assist with qualified projects under NRS 319.500, and NAC 319.885, inclusive; and

WHEREAS, NHD pursuant to NRS 277.180 any one or more public agency may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between NHD and the Clark County Board of County Commissioners that on July 1, 2020, Trust Funds have been conveyed to Clark County on behalf of The Consortium by NHD, subject to rights and responsibilities of the Parties, and the following conditions and limitations:

**I. Scope of Services**

A. NHD will provide, The Consortium effective July 1, 2020 ("Effective Date"), Trust Funds not to exceed the total of \$1,871,950 to assist with qualified Program, projects or activities ("Projects"). These Trust Funds will be used to provide Affordable Housing Assistance in **Clark County, Nevada**. All households assisted must have gross incomes below 60% of median incomes. **All Trust Funds must be expended between July 1, 2020 and June 30, 2024 ("Expenditure Date").**

B. The Consortium agrees that any program costs, unless otherwise specified, exceeding the \$1,871,950 provided by NHD pursuant to this Agreement, will be the responsibility of The Consortium. An amount not to exceed ten percent (10%) of the Trust Funds conveyed pursuant to this Agreement may be used for Project delivery costs. Any ongoing Project costs, such as maintenance and operations, shall be the sole responsibility of The Consortium or if delegated, subgrantees, but in any event not that of NHD.

C. The Consortium agrees that all families receiving assistance must have incomes at or below 60% of area median income as determined annually by the Department of Housing and Urban

Development.

D. Changes in the Scope of Services as outlined herein must be in accordance with applicable sections of NRS chapter 319 and NAC chapter 319, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize the Account.

## **II. NHD General Conditions**

A. The Consortium has requested the financial support of NHD that is provided for in this Agreement in order to enable The Consortium to provide affordable housing assistance. 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, The Consortium shall be an independent contractor only.

B. The Consortium shall obtain, or require any subgrantee or subrecipient to obtain, any and all federal, state, and local permits and licenses required to execute any individual project as described in this Agreement's Scope of Services. The Consortium further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. The Consortium will provide NHD with client usage records per project 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. Racial breakdown of clients served including Black or African American, White, American Indian or Alaskan Native, Asian and Native Hawaiian or other Pacific Islander;
3. If client is or is not Hispanic;
4. Number and percentage of low and very low-income clients.
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head of household served;
9. Number of persons in each household served; and
10. Rent charged each household served.

D. The Consortium will not use any portion of the allocated Trust Funds for other than Program qualified projects, as defined in NRS chapter 319, and NAC chapter 319.

E. If the qualified projects or activities, or any portion thereof, are converted to non-qualified Program, projects or activities without the prior written approval of NHD, The Consortium shall, upon the request of NHD, repay to NHD, without interest, the amount of Trust Funds expended on the non-qualified project.

F. The Consortium 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.

G. The Consortium shall carry, or require any subgrantee or subrecipient to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.

H. The Consortium shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of projects 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;
5. Whether the periodic reports to NHD contain accurate and reliable information; and
6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

I. Visits by NHD to Projects/Programs shall be announced 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 The Consortium 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.

J. At any time during normal business hours, The Consortium'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, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subject to NRS Chapters 41 and 354, The Consortium will protect, defend, indemnify, and save and hold harmless NHD 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 The Consortium or its agents pursuant to this Agreement.

L. The Consortium will not use any funds or 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.

M. Trust Funds allocated by NHD to The Consortium under this Agreement are expendable beginning on the Effective Date. This Agreement will commence upon its approval and signature by all parties. Trust Funds must be used by the Expenditure Date.

N. If the Trust Funds awarded has not been expended by the Expenditure Date, it must be returned to NHD. Upon written request by The Consortium and for good cause, NHD may extend the period of the grant for not more than 1 year.

O. The Consortium agrees that no officer or employee of The Consortium 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 duties of that position.

P. The Consortium agrees that no officer or employee of The Consortium may use his or her position 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 financial interest or any other person.

Q. The Consortium agrees that no officer or employee of The Consortium may participate as an agent of The Consortium in the negotiation or execution of any contract between The Consortium and any private business in which he or she has a financial interest.

R. The Consortium agrees that no officer or employee of The Consortium may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

S. The Consortium, and any subgrantee or subrecipient, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

T. The Consortium, and any subgrantee or subrecipient, 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 HUD, NHD, or any combination thereof.

U. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Trust Funds received by The Consortium pursuant to this agreement, or any part thereof.

V. 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 project during the period of service of such officer, employee or agent, for one year thereafter.

W. Upon the revocation of this Agreement or the expiration of its terms, The Consortium shall transfer to NHD any Trust Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Trust Funds, unless waived in writing by NHD.

### **III. Financial Management**

A. The Consortium agrees, and shall require any subgrantee or subrecipient to agree, that all costs of any project 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 project shall be thoroughly identified

and readily accessible to NHD.

B. The Consortium agrees to submit requests for funds monthly, but no less than quarterly. In the event there are no Trust Fund expenses, the draw should be submitted with total reading \$0.00.

C. The Consortium agrees that it may not request disbursement of funds under this Agreement until required Agreements are signed.

D. The Consortium 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 Project will be provided upon request to NHD.

#### IV. Modification or Revocation of Agreement

A. NHD and The Consortium will amend or otherwise revise this Agreement should such modification be required 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 or The Consortium may revoke this Agreement.

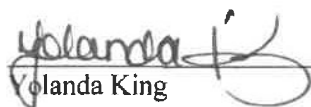
C. NHD may suspend or terminate this Agreement if The Consortium fails to comply with any of its terms.

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. It is not intended for the benefit of any third parties.

E. The Consortium shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide NHD 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 Trust Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound.

**CLARK COUNTY HOME  
CONSORTIUM**

  
Yolanda King  
County Manager

APPROVED AS TO FORM



**NEVADA HOUSING DIVISION**

Steve Aichroth  
Digitally signed by: Steve Aichroth  
DN: CN = Steve Aichroth email =  
saichroth@housing.nv.gov C = AD O =  
Housing Division OU = Administrator  
Date: 2021.11.04 14:27:30 -07'00'

Steve Aichroth  
Administrator