

2021 AGREEMENT TO USE CONSOLIDATED APPROPRIATIONS ACT FUNDS BY
CLARK COUNTY SOCIAL SERVICE

THIS 2021 AGREEMENT TO USE FUNDS FROM THE CONSOLIDATED APPROPRIATIONS ACT (“Agreement”) is made and entered into by and between Clark County, and the state of Nevada, Department of Business and Industry, Nevada Housing Division (“Division”), collectively the (“Parties”).

WHEREAS, Title V of the Consolidated Appropriations Act, 2021 (“CAA Act”) established a \$25 billion Emergency Rental Assistance fund to provide funds to state, local, and tribal governments to provide financial assistance and housing stability services to eligible households impacted by the Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, the State of Nevada will receive approximately \$124,800,000 from the Emergency Rental Assistance Fund; and

WHEREAS, the Governor of the State of Nevada has determined that providing rental assistance to households affected by the COVID-19 pandemic is necessary to prevent eviction of households struggling financially and has made funding available to the Division for the purposes of developing of a residential rental assistance program; and

WHEREAS, the Division has determined there is a need for emergency rental assistance and is responsible for the planning, administration, implementation, and evaluation of an Emergency Rental Assistance Program (“Program”); and

WHEREAS, Clark County Social Service, hereinafter called the (“CCSS”), is responsible for the administration of CAA Act funds for financial assistance to Clark County residents; this State residing in Clark County; and

WHEREAS, the Division desires to assist CCSS by providing Emergency Rental Assistance Funds (“Funds”) to CCSS to assist with the Program; and

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between the Division and the Clark County Board of Commissioners that on April ____, 2021, Emergency Rental Assistance Funds will be made available to CCSS by the Division, subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. Scope of Services

A. The Division will provide CCSS Funds not to exceed the total of \$93,800,000 to assist eligible residential households in this State, residing in Clark County, with rental assistance. Households eligible to receive assistance under the Program must have a documented loss of income as a result of the COVID-19 pandemic and a household income at or below 80% of area median income for Clark County. Additional Program requirements are further described in Exhibit A and incorporated herein. **All Funds must be expended between March 1, 2021, and September 30, 2022, (“Expenditure Date”).**

B. CCSS agrees that any program costs, unless otherwise specified, exceeding the \$92,800,000 provided by the Division pursuant to this Agreement, will be the responsibility of CCSS. An amount not to exceed five percent (5%) of the Funds conveyed pursuant to this Agreement may be used for Program delivery costs. Any ongoing Program costs, such as maintenance and operations, shall be the sole responsibility of CCSS or if delegated, CCSSs, but in any event not that of the Division. Program costs incurred by CCSS not having prior written approval by Division Administrator will not be considered eligible under this Program.

C. CCSS agrees that all families receiving assistance must have incomes at or below 80% of area median income, with priority given to households at or below 50% of area median for Clark County or one or more individuals within the household are unemployed as of the date of the application and have not been employed for the 90-day period preceding the application date.

D. Changes in the Scope of Services as outlined herein must be made by written amendment to this Agreement and approved by both Parties.

II. Division General Conditions

A. CCSS has requested the financial support of the Division that is provided for in this Agreement to enable CCSS to provide rental assistance under the Program. 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, CCSS shall be an independent contractor only.

B. CCSS agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. CCSS further agrees that CCSS will be the sole entity undertaking the Program under this Agreement.

C. CCSS will provide the Division with reports on a quarterly basis during the period of this Agreement. Quarterly reports will be provided via electronic mail to the designated Division employee no later than 15 days after the end of the previous quarter. These records will contain, but are not limited to, the following data:

1. Total eligible households that receive assistance from such payments;
2. The acceptance rate of applicants for assistance;
3. The type of types of assistance provided to each eligible household;
4. The average amount of funding provided per eligible household receiving assistance;
5. Household income level, with such information disaggregated for households with income that:
 - a) does not exceed 30 percent of the area median income for the household;
 - b) exceeds 30 percent but does not exceed 50 percent of the area median income for the household; and
 - c) exceeds 50 percent but does not exceed 80 percent of the area median income for the household; and
6. The average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable.

Each report under this section shall disaggregate the information relating to households provided under Section II. C.

D. CCSS will not use any portion of the allocated Funds for costs not expressly authorized by this Agreement.

E. If costs are expended on non-qualified Program costs without the prior written approval of the Division, CCSS shall, upon the request of Division, repay to the Division, without interest, the amount of Funds expended on the non-qualified cost.

F. CCSS 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.

G. Additional CCSS considerations:

1. The following are considered debts owed to the federal government:

a) Any funds paid to CCSS

(1) in excess of the amount to which CCSS is finally determined to be authorized to retain under the terms of this award;

(2) that are determined by the Treasury Office of Inspector General to have been misused; or

(3) that are not repaid by CCSS as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.

b) Any debts determined to be owed the federal government must be paid promptly by CCSS. A debt is delinquent if it has not been paid by the date specified

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Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c) Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

d) Funds for payment of a debt must not come from other federally sponsored programs.

2. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), CCSS should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

3. Pursuant to Executive Order 13513, CCSS should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and CCSS should establish workplace safety policies to decrease accidents caused by distracted drivers.

4. In accordance with 41 U.S.C. § 4712, CCSS may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the

list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. CCSS shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The list of persons and entities referenced in the paragraph above includes the following:

- a) A member of Congress or a representative of a committee of Congress;
- b) An Inspector General;
- c) The Government Accountability Office;
- d) A Treasury employee responsible for contract or grant oversight or management;
- e) An authorized official of the Department of Justice or other law enforcement agency;
- f) A court or grand jury; and/or
- g) A management official or other employee of CCSS, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

H. CCSS shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits and on-site monitoring of CCSS 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;
- 5. Whether the periodic reports to the Division contain accurate and reliable information; and
- 6. Whether 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 the Division shall be announced in advance of those visits and shall occur during normal operating hours. The representatives of Division may request, and, if such a request is made, shall be granted, access to all of the records of CCSS which relate to the Program. The representatives of the Division 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, CCSS'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, the Inspector General of the Department of the Treasury, the Comptroller General of the United States, or any combination thereof.

K. Subject to NRS Chapters 41 and 354, CCSS 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 CCSS or its agents pursuant to this Agreement.

L. CCSS will not use any funds or 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 Division of any legal action which is filed by or against it.

M. This Agreement will commence upon its approval and signature by all parties.

N. Any Funds not expended by September 30, 2022, must be returned to the Division.

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

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

S. CCSS 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. CCSS 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 Internal Revenue Service, Division, or any combination thereof.

U. Any material breach of this section may in the discretion of Division, result in forfeiture of all unexpended Funds received by CCSS pursuant to this Agreement, or any part thereof.

V. 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 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, CCSS shall transfer to the Division any Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Funds.

III. Financial Management

A. CCSS agree, that all costs of any recipient 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 Program shall be thoroughly identified and readily accessible to the Division.

B. Within a reasonable time after the commencement of this Agreement, the Division shall advance to CCSS an amount equal to the sum of expenses incurred by CCSS under its CHAP program for the previous six weeks commencing from the date of the execution of this Agreement for the purpose of providing CCSS working capital to effectively administer the Program. Thereafter, CCSS agrees to submit a monthly draw that accounts for all Program expenses incurred by CCSS for the previous reporting period as described in Paragraph C of Section II.

C. CCSS agrees that it may not request disbursement of funds under this Agreement until the Agreement is fully executed.

D. CCSS 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 the Division.

E. CCSS agrees that at any point prior to September 30, 2022, the Division may, at its sole discretion, reallocate any remaining, unexpended amount of the \$93,800,000 to another entity for continuation of the Program.

IV. Modification or Revocation of Agreement

A. The Division and CCSS will amend or otherwise revise this Agreement should such modification necessary.

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 CCSS may revoke this Agreement.

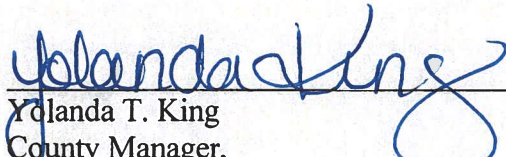
C. The Division may suspend or terminate this Agreement if CCSS fails to comply with any of its terms.

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. CCSS 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 CCSSs and subrecipients who must comply with the Single Audit Act to include Emergency Rental Assistance Funds.

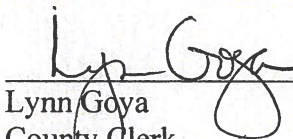
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA**



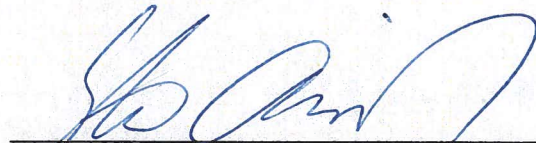
Yolanda T. King
County Manager,
Clark County Nevada

ATTEST:



Lynn Goya
County Clerk

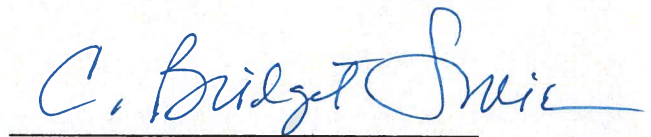
NEVADA HOUSING DIVISION



Steve Aichroth
Administrator

State of Nevada)
Carson City)

On this 9th day of April,
2021, before me, a Notary Public, personally
appeared Steve Aichroth, who did say that he
is the Administrator of the Nevada Housing
Division, named in the foregoing instrument,
and acknowledged that he executed the same.



Notary Public

