

2022 AGREEMENT TO USE ACCOUNT FOR AFFORDABLE HOUSING TRUST FUNDS BY
CLARK COUNTY SOCIAL SERVICE

THIS STATE FISCAL YEAR (“SFY”) 2022 AGREEMENT TO USE THE ACCOUNT FOR AFFORDABLE HOUSING (“Account”) is made and entered by and between Clark County on behalf of Social Service, and the State of Nevada, Department of Business and Industry, Nevada Housing Division (“Division”), collectively the “Parties.”

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

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

WHEREAS, the Division desires to assist Clark County Social Service by providing funds from the Account to assist with qualified projects under NRS 319.510, and NAC 319.885 through 319.950, inclusive; and

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between the Division and the Clark County Social Service that on July 1, 2021, Trust Funds have been conveyed to Clark County Social Service 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, Clark County Social Service effective July 1, 2021 (“Effective Date”), Trust Funds not to exceed the total of \$1,834,108 to assist with qualified program, projects or activities (“Projects”). These Trust Funds will be used to provide Tenant Based Rental Assistance, Emergency Assistance, Security/Utility Deposits, Rental Housing Development, and Rental Housing Rehabilitation in **Clark County, Nevada**. These Trust Funds will be used to assist individuals and families at risk for homelessness or already homeless in obtaining and/or maintaining affordable housing. All households assisted must have gross incomes below 60% of the area median incomes.

B. All Trust Funds must be expended between July 1, 2021 and June 30, 2024 (“Expenditure Date”). If the Trust Funds awarded have not been expended by the Expenditure Date, they must be returned to the Division. Upon written request by Clark County Social Service and for good cause, the Division may extend the period of the grant for not more than 1 year from the Expenditure Date. Clark County Social Service agrees that any program costs, unless otherwise specified, exceeding the \$1,834,108 provided by the Division pursuant to this Agreement, will be the responsibility of Clark County Social Service. An amount not to exceed six percent (6%) 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 Clark County Social Service or if delegated, subgrantees, but in any event not that of the Division.

C. Clark County Social Service 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. The Division's General Conditions

A. Clark County Social Service has requested the financial support of the Division that is provided for in this Agreement in order to enable Clark County Social Service to provide affordable housing assistance. 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, Clark County Social Service shall be an independent contractor only.

B. Clark County Social Service 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. Clark County Social Service 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. Clark County Social Service will provide the Division 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 clients with disabilities 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. Clark County Social Service 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 Programs, projects or activities without the prior written approval of the Division, Clark County Social Service shall, upon the request of the Division, repay to the Division, without interest, the amount of Trust Funds expended on the non-qualified project.

F. Clark County Social Service 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. Clark County Social Service 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. Clark County Social Service shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits and on-site monitoring of projects 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 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 the Division to Projects/Programs 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 of Clark County Social Service 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, Clark County Social Service'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, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subject to NRS Chapters 41 and 354, Clark County Social Service 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 Clark County Social Service or its agents pursuant to this Agreement.

L. Clark County Social Service 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 the Division of any legal action which is filed by or against it.

M. Trust Funds allocated by the Division to Clark County Social Service 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.

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

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

S. Clark County Social Service, 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. Clark County Social Service, 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, the Division, or any combination thereof.

U. Any material breach of this section may in the discretion of the Division, result in forfeiture of all unexpended Trust Funds received by Clark County Social Service 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, Clark County Social Service shall transfer to the Division 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 the Division.

III. Financial Management

A. Clark County Social Service 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 the Division.

B. Clark County Social Service 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. Clark County Social Service agrees that it may not request disbursement of funds under this Agreement until required Agreements are signed.

D. Clark County Social Service 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.

IV. Modification or Revocation of Agreement

A. The Division and Clark County Social Service will amend or otherwise revise this Agreement should such modification be required under NRS 319 or NAC 319.

B. In the event that any of the Trust Funds for any reason are terminated or withheld from the Division or otherwise not forthcoming, the Division or Clark County Social Service may revoke this Agreement.

C. The Division may suspend or terminate this Agreement if Clark County Social Service 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. Clark County Social Service 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 Trust Funds.

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

**CLARK COUNTY ON BEHALF
OF SOCIAL SERVICE**

COUNTY OF CLARK:

BY: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

ATTEST:
BY:

LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

BY: Elizabeth Vibert
Elizabeth Vibert (Dec 22, 2021 15:46 PST)

ELIZABETH A. VIBERT
Deputy District Attorney

Dec 22, 2021

DATE

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: 2021.12.07 08:50:38 -08'00'

Steve Aichroth
Administrator

Date

State of Nevada)
Carson City)