

INTERLOCAL COOPERATIVE AGREEMENT FOR OPERATION OF THE COMMUNITY ASSISTANCE CENTER AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO, WASHOE COUNTY AND THE CITY OF SPARKS

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR OPERATION OF THE COMMUNITY ASSISTANCE CENTER AND OTHER HOMELESS SERVICES ("Agreement") is made and entered into this ____ day of _____, 2017, by and among the City of Reno ("Reno"), the City of Sparks ("Sparks"), and the County of Washoe, a political subdivision of the State of Nevada, ("Washoe County" or "County"). Reno, Sparks, and Washoe County or County are sometimes referred to herein each as a "Party" or collectively, the "Parties."

WITNESSETH:

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any two or more public agencies to contract with one another to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, a contract entered into pursuant to NRS 277.180 in excess of \$25,000 must be in writing, and ratified by appropriate official action of the governing body of each party to the contract; and

WHEREAS, for many years the Parties have cooperated without a written agreement in the provision of funding and in-kind staff contributions to the provision of various services to the homeless including without limitation shelter, social work, case management, building maintenance, and health care; and

WHEREAS, upon the centralization of private and government services to the homeless and needy at the Community Assistance Center (CAC) on Record Street, the need for centralized oversight and authority by one government entity had become apparent and was universally endorsed by the non-profit, human-services provider community at the Homeless Summit hosted by the Mayors of Reno and Sparks and the Chairman of the Washoe County Commission, which was held on July 22, 2008; and

WHEREAS, Reno has served as the lead entity for oversight and management responsibility of the CAC on behalf of itself and the other contributing Parties to this Agreement to operate the CAC with available funding; and

WHEREAS, Reno, Sparks, and the County first entered into a written agreement to provide homeless services through the Community Assistance Center in September 2008; and

WHEREAS, this Agreement continues to be necessary to accomplish the requirements of managing the provision of shelter and a broad scope of rehabilitation services to the homeless with specified funding available to all the Parties and the non-profit providers and their volunteers and provide CAC leases of real property space pursuant to NRS 268.053 at a nominal or below market rates;

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by this reference, and the following good and valuable consideration, the Parties mutually agree as follows:

1. Each Party shall designate a staff member to be the point of contact on matters of homelessness and the CAC. Designated staff members will meet as needed to confer on non-routine matters and designated staff shall work with the CAC manager to coordinate and accomplish the activities, efforts and services associated with providing shelter and rehabilitation to the homeless at the CAC (hereafter the "Program").

2. Reno shall be designated lead entity and as such identify a staff person as the CAC Manager. The CAC manager shall have authority to make any necessary decisions regarding the daily operations at the CAC. The CAC manager shall assure that the expenditures to support the activities described herein and for the CAC are within the funding provisions provided within this Agreement, as set forth in ATTACHMENT B.

3. Community Assistance Center Administration - Roles and Responsibilities of each jurisdiction shall be set forth in ATTACHMENT A, which is incorporated herein by reference.

4. To the extent permitted by NRS Chapter 41, any governmental Party responsible for a negligent act committed by any of its officers, employees or agents under this Agreement agrees to indemnify and hold harmless all other Parties from and against any and all claims, demands, or actions by any person which may arise or result from the negligent act.

5. Each Party shall be solely responsible for any and all liabilities, damages, losses, claims, causes of action, suits at law or in equity, or any other obligation whatsoever arising out of or attributed to any action taken against that party in connection with its placement, storage and/or use of conex boxes or similar storage holding containers located at the Community Assistance Center on 335 Record Street, Reno, Nevada, to store personal property of homeless individuals. Furthermore, Reno is not responsible for lost or stolen personal property or other related items at 335 Record Street, Reno, Nevada.

6. The Parties each agree to purchase and maintain general, professional and automobile liability insurance for activities related to this Agreement or, as to the governmental parties, provide for their respective financial obligations through a program of self-insurance in compliance with NRS Chapter 41.

7. Each Party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. To the extent allowed by law, for the limited purpose of this Agreement, the parties shall be deemed joint employers for immunity from liability under Nevada workers' compensation law.

8. Employees assigned to the CAC shall remain employees of their respective entities, each of which will be responsible for all salary and benefits, training, equipment, and supplies used by the employees in carrying out their respective duties, obligations and functions in support of the Program. Parties' existing policies and procedures shall apply to employees assigned to the Program. The parties agree to provide supervision and oversight for their respective personnel assigned to the Program, make reasonable efforts to provide vacation coverage, and ensure that their respective personnel satisfactorily perform all duties, obligations and functions arising under this Agreement in support of the Program. CAC Manager shall not provide, and shall not allow CAC providers to provide, professional direction to the other parties' employees regarding individual case management.

9. The Parties agree to uphold and abide by all laws, federal and state, related to equal access and employment opportunities. These include, but are not necessarily limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Age Discrimination in Employment Act of 1975; the Equal Pay Act of 1963, Sections 501 and 504 of the Rehabilitation Act of 1973; the Civil Rights Act of 1991; and the Americans with Disabilities Act of 1990.

10. The Parties agree to ensure that staff maintain confidentiality of all information, including medical information, concerning recipients of services at the CAC, except to the extent necessary to perform their lawful duties, or as required by law. Each Party will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for those staff members who have access to minors and/or seniors and/or information regarding minors and/or seniors.

11. The Parties agree that each will have access to the clients' Program records, as necessary to perform assigned and legal duties. Each will retain and protect the confidentiality of records as is required by law.

12. The Parties agree to document in-kind fees and provide data to the Program as needed to assist in fund development.

13. The Parties agree to ensure that all employees assigned to the Program conduct themselves in a courteous manner and do not interfere with the orderly operation of the Program or any of the agencies.

14. Subject to the following limitations, each party to this Agreement will contribute funds per the established formula (property tax equivalent of \$.015 for Washoe County and \$.01 for each Reno and Sparks), personnel, services, and/or supplies as set forth in ATTACHMENT B (COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION), which is incorporated herein by reference.

14.1. As more fully set forth below in Paragraph 15, the Parties expressly agree that this Agreement, and/or the funding, and/or the in-kind contribution, may only be altered or terminated if for any reason the federal, State, County or City funding committed to satisfy this Agreement is withdrawn, limited, not appropriated, or otherwise impaired or unavailable.

14.2. The Lead Entity may not exceed the specific restrictions on utilization of funds and staff as set forth in ATTACHMENT B.

14.3. Each Party has the right to conduct a fiscal audit of the Program to ensure compliance with the specific restrictions on utilization of its funding and staff.

14.4. Each Party has the right to review and approve any expenditures, contracts or proposals that would affect its duties, obligations or functions under state or federal laws and regulations involving expenditure, administration or appropriation of funds. Any necessary expenditures, contracts or proposals arising under this Agreement in support of the Program that deviate from the CAC Manager's budget or authorized utilization under ATTACHMENT B will be subject to review and approval by the affected Party.

15. This Agreement is effective upon approval of all Parties and its Term shall be through June 30, 2018. Upon agreement of all the parties, this Agreement may be continued and renewed from year to year until terminated or not renewed in accordance with Paragraph 15 and 16 below. Renewals must be approved by each of the respective governing bodies of the parties.

16. As required by NRS 244.320 and NRS 354.626, the parties acknowledge that the participation of the public entities in this Agreement is contingent upon the appropriation of public funds to support the activities described herein and that the agreement will terminate if the appropriation of funds does not occur. In this event, immediate written notice of termination will be given in accordance with Paragraph 20.

17. Except as otherwise provided in Paragraph 15, any Party may terminate its participation in this Agreement by giving the other Parties written notice of the intent to terminate no fewer than thirty (30) calendar days prior to the effective date of the termination.

18. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and documents as are necessary to fully disclose to one another, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with this agreement and all state federal regulations and statutes.

19. Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Party, financial statements and supporting documentation, and documentation related to the work product shall be subject, during regular business hours, to inspection, examination, review, audit and copying at any office or location where such records may be found, with five (5) days notice by any of the parties to this agreement or their authorized agents. If any state or federal funds are utilized the rights to inspect and audit shall be extended to the State Auditor and the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

20. All books, records, reports, and statements relevant to this Agreement must be retained a minimum of five years. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. All written notices required under this Agreement shall be mailed, postage prepaid, addressed to the designated representative of the respective parties:

City of Reno:

Title: CAC Manager

Address: PO Box 1900, Reno, NV, 89505

Phone: 775-334-3853

Fax: 775-334-3124

Washoe County:

Title: Washoe County Social Services Director

Address: PO Box 11130 Reno, NV, 89520-0027

Phone: 775-785-5641

Fax: 775-785-5640

City of Sparks:

Title: Housing Specialist

Address: PO Box 857 Sparks, NV, 89432

Phone: 775-353-7895

Fax: 775-353-1635

22. This Agreement contains all of the commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 22. This Agreement may be executed and approved in counterparts.

23. This Agreement may be amended or modified only by the mutual agreement of the parties hereto in writing and formally adopted by the governing boards of the parties.

24. No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Parties.

25. In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal or non-enforceable provision had never been contained herein.

26. A waiver of any breach of any provision of this Agreement by any Party shall not be construed to be a waiver of any preceding or succeeding breach.

27. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada.

28. This Agreement may not be assigned without the consent of the governing boards of each Party or their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date(s) set forth herein.

WASHOE COUNTY

CHAIRMAN, COUNTY COMMISSION

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

DEPUTY DISTRICT ATTORNEY

CITY OF RENO

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

CITY OF SPARKS

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

ATTACHMENT A
ROLES AND RESPONSIBILITIES

The City of Sparks, Washoe County, and the City of Reno created a Transitional Governing Board (TGB) for the purpose of oversight, planning, coordinating, and managing resources for the provision of shelter operations and services at the Community Assistance Center (CAC), and to establish policies and priorities as they relate to these operations. Specifically, the TGB will:

- Approve the document and selection processes that are used to select the shelter operator.
- Approve specific performance measures and outcomes that will be used to 1) frame the selection process and 2) become the basis for a performance-based contract with the operator.
- Receive and review regular reports on compliance and implementation of the specific performance measures and outcomes.
- Approve long-term plans and policies to further the goals of the Homeless Emergency Assistance and Rapid Transition to Housing Act (“HEARTH Act”).
- Set and approve policies that affect the CAC.

Working with the TGB, the three jurisdictions will jointly collaborate and support the operations and management of the shelter services provided at the CAC, including the negotiation of contracts, budgets, reporting requirements, and program oversight.

CITY OF RENO ROLES AND RESPONSIBILITIES

The City of Reno will serve as the lead entity for operations and oversight for FY 17-18, including:

1. Coordination of and Communication with CAC Community:
 - a. Coordinate activities of Tenants, Private Providers (Reno-Sparks Gospel Mission, Catholic Charities, etc.), and visiting providers (Food Bank of Northern Nevada, Nevada HOPES, etc.) and public agencies (Northern Nevada Adult Mental Health Services , Veteran’s Administration, etc.) , as needed
 - b. Coordinate and manage Public Relations
 - c. Communicate with other Jurisdictions
2. Contracting and Fiscal Responsibility:
 - a. Negotiating and executing contracts (budgets, programs, reporting requirements, etc.) with vendors and operators (with each party participating as appropriate for fiscal oversight) for services including:
 - i. Men’s Shelter
 - ii. Women’s Shelter
 - iii. Family Shelter
 - iv. Resource Center
 - v. Outreach Monitoring
 - vi. Overflow Shelter
 - b. Fiscal oversight and reporting for FEMA grant funds, Emergency Solutions Grant funds, Community Development Block Grant funds, and private donations
3. Program Oversight for:
 - i. Men’s Shelter
 - ii. Women’s Shelter

- iii. Family Shelter
- iv. Resource Center
- v. Outreach Monitoring
- vi. Overflow Shelter

4. Facilities Maintenance and Management.

Employees assigned to the CAC will be provided adequate space to perform their duties, subject to any necessary future changes as determined by assigned staff identified in the Agreement. Washoe County staff will be provided four offices in the northeast corner of Community Resource Center second floor.

The Lead Entity will manage and maintain:

- a. Leasing Space to Non-profit Tenants
- b. Property Management
- c. Men's Shelter, Women's Shelter, Family Shelter, Overflow Shelter
- d. Security
- e. Utilities
- f. Trash
- g. Building Maintenance
- h. Grounds Maintenance

WASHOE COUNTY ROLE AND RESPONSIBILITIES

1. Coordinate with and support the lead entity, when appropriate, in negotiating and executing contracts (budgets, programs, reporting requirements, etc) with operators (with each party participating as appropriate for fiscal oversight) for one or all of the following services:

- a. Family Shelter
- b. Men's Shelter
- c. Women's Shelter
- d. Resource Center
- e. Overflow Shelter
- f. Outreach Monitoring

2. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:

- a. Coordinate with provider agencies
- b. Carry out Public Relations activities when needed
- c. Communicate and coordinate with the other Jurisdictions

3. Washoe County shall be Responsible for Fiscal Oversight for Programs funded through Washoe County's contributions, including timely payment of invoices for operations of the:

- a. Family Shelter
- b. Men's Shelter
- c. Women's Shelter
- d. Overflow Shelter
- e. Outreach Monitoring

4. Assist Lead Entity with Program Oversight:

- a. Men's Shelter Operation

- b. Women's Shelter Operation
- c. Family Shelter Operation
- d. Outreach Monitor Operations
- e. Overflow Shelter Operations

5. Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.

CITY OF SPARKS ROLE AND RESPONSIBILITIES

1. Coordinate with and support the lead entity, when appropriate, in negotiating and executing contracts (budgets, programs, reporting requirements, etc) with operators (with each Party participating as appropriate for fiscal oversight) for one or all of the following services:

- a. Family Shelter
- b. Men's Shelter
- c. Women's Shelter
- d. Resource Center
- e. Overflow Shelter
- f. Outreach Monitoring

2. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:

- d. Coordinate with provider agencies
- e. Carry out Public Relations activities when needed
- f. Communicate and coordinate with the other Jurisdictions

3. Assist Lead Entity with Program Oversight:

- f. Men's Shelter Operation
- g. Women's Shelter Operation
- h. Family Shelter Operation
- i. Outreach Monitor Operations
- j. Overflow Shelter Operations

4. Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.

ATTACHMENT B
COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION

IN-KIND CONTRIBUTION:

NAME	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	FTE
Elaine Wiseman	Manager, Housing and Neighborhood Development	CAC Management	334-3853 wisemane@reno.gov	.3
SUPERVISOR	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	N/A
Aric Jensen	Manager, Community Development	Supervision	334-8302	*****
NAME	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	FTE
2 FTE Senior Human Services Support Specialists	Washoe County Senior Human Services Support Specialist (CPS)	Family support case management services for family shelter residents	785-5600	2
SUPERVISOR	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	N/A
Kim Schweickert	Washoe County Human Services Supervisor	Supervise family shelter case managers	337-4535 ksschweickert@washoecounty.us	*****
NAME	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	FTE
1 FTE Eligibility Worker	Washoe County Eligibility Worker (Indigent Health)	Information and referral services	Sandy Matoza	1
SUPERVISOR	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	N/A
Karen Reidenbaugh	Washoe County Eligibility Supervisor	Supervision	328-2700 kreidenbaugh@washoecounty.us	*****
NAME	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	FTE
Barbara DiCianno	Reno Management Assistant	Administration	334-2218 diciannob@reno.gov	.2
SUPERVISOR	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	N/A
Elaine Wiseman	Manager, Housing and Neighborhood Development	Supervision	334-2002	*****
NAME	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	FTE
Facility Maintenance Technicians	Maintenance Technicians	CAC facility maintenance	334-2243	.8
SUPERVISOR	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	N/A
Frank Avera	Facilities Manager, City of Reno	Supervision of facility maintenance staff	334-4656 averaf@reno.gov	*****

FY 2017 - 2018 FUNDING BY SOURCE	
City of Reno:	\$773,762
Washoe County:	\$2,418,189
City of Sparks	\$ 277,410
<i>TOTAL FY 17-18 FUNDING</i>	<i>\$3,469,361</i>

*****Restrictions on the CAC Manager's utilization of funds are as follows:**

City of Reno ESG funds may only be expended for utilities and laundry services. CDBG funds can be used for costs directly related to shelter operations, but CDBG funds may not be used to pay administrative or indirect fees.
All Washoe County funds will be utilized to support shelter services, non-salary and benefits costs related to case management for shelter residents, and security services.
The Community Development Block Grant funding provided herein by the City of Sparks is for costs related to the operation of the Resource Center and to support shelter services located at the CAC.