



# WASHOE COUNTY

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## STAFF REPORT BOARD MEETING DATE: February 14, 2017

**DATE:** January 25, 2017  
**TO:** Board of County Commissioners  
**FROM:** Amber Howell, Director, Social Services  
775-785-8600, AHowell@washoecounty.us

**THROUGH:** Kevin Schiller, Assistant County Manager

**SUBJECT:** Approve the 2017 Interlocal Cooperative Agreement for Services Between the Housing Authority of the City of Reno and Washoe County through its Department of Social Services for the purpose of establishing and implementing an agreement to provide up to 25 Project Based Voucher (PBV) to qualifying Washoe County Department of Social Services (WCDSS) recipients to be used at designated Reno Housing Authority (RHA) owned properties, effective February 14, 2017 through June 30, 2017. (All Commission Districts)

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### SUMMARY

The Department is requesting the Board approve an interlocal agreement with the Housing Authority of the City of Reno (RHA) to provide the Department with Project Based Vouchers to enable the Department to secure housing for the clients they serve.

County Priority/Goal supported by this item: Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

There are no previous actions.

### BACKGROUND

Washoe County Social Services operates a number of programs serving indigent individuals and families in the community. The goal of these programs is to assist individuals in becoming self-sufficient and housing is a cornerstone of the process. Since 2015 the Department has faced challenges obtaining affordable housing for clients. The local market continues to see increases in rental costs and these increases make housing unaffordable for clients on fixed or limited income. RHA recognized this need and has

agreed to provide the Department with up to 25 PBV to assist with obtaining housing for the clients served.

**FISCAL IMPACT**

There is no fiscal impact associated with this item as the Project Based Vouchers are funded through the Reno Housing Authority.

**RECOMMENDATION**

It is recommended the Board of County Commissioners approve the 2017 Interlocal Cooperative Agreement for Services Between the Housing Authority of the City of Reno and Washoe County through its Department of Social Services for the purpose of establishing and implementing an agreement to provide up to 25 Project Based Voucher (PBV) to qualifying Washoe County Department of Social Services (WCDSS) recipients to be used at designated Reno Housing Authority (RHA) owned properties, effective February 14, 2017 through June 30, 2017.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the 2017 Interlocal Cooperative Agreement for Services Between the Housing Authority of the City of Reno and Washoe County through its Department of Social Services for the purpose of establishing and implementing an agreement to provide up to 25 Project Based Voucher (PBV) to qualifying Washoe County Department of Social Services (WCDSS) recipients to be used at designated Reno Housing Authority (RHA) owned properties, effective February 14, 2017 through June 30, 2017."

**Interlocal Cooperative Agreement for Services Between the  
HOUSING AUTHORITY OF THE CITY OF RENO  
and  
WASHOE COUNTY THROUGH ITS DEPARTMENT OF SOCIAL SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of February, 2017 by and between the Housing Authority of the City of Reno, a municipal corporation (hereinafter "RHA" or "the Authority"), and Washoe County, a political subdivision of the State of Nevada through its Department of Social Services (hereinafter "WCDSS") for the purpose of establishing and implementing an agreement to provide up to five Project Based Vouchers (PBV) to qualifying WCDSS recipients to be used at designated RHA owned properties.

WITNESSETH:

WHEREAS, RHA has received approval from the Department of Housing and Urban Development (HUD) through the Moving to Work (MTW) designation to assign PBV's to properties owned by the RHA without going through a competitive process; and

WHEREAS, RHA proposes to provide vouchers to up to twenty-five (25) WCDSS recipients, who qualify based on RHA and WCDSS guidelines, to live in designated RHA owned units; and

WHEREAS, the qualified families will be referred by WCDSS to RHA; and

WHEREAS, the qualified families will retain the PBV for up to twenty-four (24) months under the conditions of the PBV Program rules and qualifications with an option to extend; and

NOW, THEREFORE, IT IS AGREED that in consideration of the mutual promises and covenants contained herein, RHA and WCDSS enter into this Agreement.

1. Duties of Each Agency. Duties of each agency, unless otherwise agreed by appropriate written Agreement are listed below. These programs are collaborative both in funding and staffing.
  - a. WCDSS. Upon notification of a vacant unit, WCDSS will provide a client referral file to the RHA containing the following documentation:
    1. Copy of current state or federally issued photo identification for all household members over the age of eighteen (18);
    2. Copy of birth certificates for all household members;
    3. Copy of social security cards for all household members;
    4. Completed Citizenship Declaration form for all household members;
    5. Proof of current household income;
    6. Completed Asset Certification form;
    7. Authorization of Release of Information forms; and
    8. Signed RHA Criminal History Release form.

WCDSS will provide ongoing case management to the family and will update RHA as

changes occur that would affect housing assistance. Monthly updates may be requested by RHA for special programs.

- b. RHA. Upon receipt of a complete client referral file, RHA will process and review the Criminal History, Debts Owed to Public Housing Agencies, Sex Offender screening and prior program violations in any federally assisted housing programs. RHA may reject an applicant for failing to meet any of the above listed criteria.

Upon approval by RHA, the following steps will be taken:

1. The family will attend a briefing on the requirements of the PBV program;
  2. RHA will issue a PBV to be used at pre-designated RHA owned property;
  3. Complete initial and annual Housing Quality Standards Inspection of the unit;
  4. Execute a 12 month lease with the family with an option to renew for an additional 12 months;
  5. The participant's rent will be calculated in accordance with the PBV program and regulations. They will be responsible for paying their portion of rent to the appropriate RHA staff; and
  6. Upon completion of the 24 month program (or sooner with the concurrence of both RHA and WCDSS) AND upon receiving a written request from the participant, RHA will issue the next available Housing Choice Voucher.
  7. RHA shall maintain all personal information in a confidential manner and may only disclose the personal information to carry out a specific state or federal law or for the administration of a public program or an application for a federal or state grant.
2. Price. The client will pay rent and utilities based on the PBV criteria with RHA covering the costs of the PBV rental assistance in accordance with the PBV requirements. It is understood and agreed that WCDSS will cover the costs for case management of the family.
3. Termination/Cancellation. RHA or WCDSS may, upon at least 30 days' written notice, terminate this Agreement in whole or in part for just cause, which shall include failure of WCDSS or RHA to fulfill, in a timely and proper manner, respective obligations under this Agreement. This notice must be in writing signed by the party who initiates the termination or it will be without effect.
4. Modifications. Modifications or amendment to this Agreement must be in writing and signed by both parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by both parties.
5. Documents. The books, records, documents and accounting procedures and practices of WCDSS relevant to this Agreement shall be subject to inspection, examination and audit by RHA, the Department of Housing and Urban Development (HUD) or its designee, or any other duly authorized representative.

6. Discrimination. In providing services under this Agreement, neither WCDSS nor RHA shall discriminate against program participants because of race, color, sex, creed, religion, gender, age, disability, family or marital status, sexual orientation, veteran status, or any other characteristic protected by law.
7. Equal Employment Opportunity. During the performance of this Agreement, WCDSS and RHA agree that they will not tolerate in the workplace conduct that amounts to bullying, creates a hostile work environment or constitutes sexual discrimination, sexual harassment or any other unlawful, protected class discrimination such as discrimination based upon race, color, sex, creed, religion, gender, age, disability, family or marital status, sexual orientation, veteran status, or any other characteristic protected by law (the prohibited conduct). WCDSS and RHA agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RHA setting forth the provisions of this nondiscrimination clause.
8. Interest of Members of RHA. No member of the governing body of RHA, and no other officer, employee, or agent of RHA who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
9. Interest of WCDSS. WCDSS (including partners, associates, and professional employees) covenants that it does not now have any interest and shall not acquire any interest, direct or indirect, in any project of RHA or any other interest which would conflict in any manner or degree with the performance of the services hereunder. WCDSS further covenants that in the performance of the duties hereunder, no person having any such interest shall be employed.
10. Interest of Other Local Public Officials. No member of the governing body of the locality in which RHA projects are situated and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
11. Interest of Certain Federal Officials. No member or delegate to the Congress of the United States, and no resident Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
12. Agreement to Hold Harmless. Without waiving and fully intending to assert all NRS Chapter 41 limits on liability, WCDSS agrees to indemnify and hold harmless RHA, its officers, boards, commissions, agents and employees from and against any and all claims, demands or actions by any persons which arise or result from any intentional or negligent act or intentional or negligent failure to act by any employee or agent of WCDSS in conjunction with the performance of this Agreement.

Unless otherwise limited by law, RHA agrees to indemnify and hold harmless WCDSS, its officers, boards, commissions, agents and employees from and against any and all claims, demands or actions by any persons which arise or result from any intentional or

negligent act or intentional or negligent failure to act by any employee or agent of RHA in conjunction with the performance of this Agreement.

13. Liability Insurance. WCDSS agrees to supply RHA evidence of general liability insurance, insuring the respective parties (WCDSS and RHA) in the amount of \$1,000,000.
  - a. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (*including, but not limited to, discrimination, fair housing, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Service Provider with respect to liability arising out of work or operations performed by the Service Provider.
  - c. For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance.
  - d. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
  - e. WCDSS will not do or permit to be done any action which will violate the terms of the insurance policies or result in their cancellation.
14. Anti-Lobbying Clause. During the performance of this Contract, WCDSS agrees as follows:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
15. Waiver. No failure to exercise or delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power or privilege hereunder. No single or partial exercise of any right, power or privilege under this Agreement shall preclude further exercise thereof. No waiver of any right, power or privilege under this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by an individual authorized to consent to such a waiver.
16. Interpretation. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein.
17. Forum. Any and all legal proceedings to enforce this Agreement, whether in Contract, tort, equity or otherwise, shall be brought in the State or Federal Courts sitting in Washoe County, Nevada, the parties hereto waiving any claim or defense that such forum is not convenient.
18. Severability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
19. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights granted and obligations assumed under this Agreement.
20. Captions. The captions of this Agreement are for convenience of reference only, and do not in any way limit or amplify its terms and provisions.
21. No Agency, Partnership or Joint Venture. Neither the RHA nor WCDSS are agents, partners, or joint venturers of the other, or any of their officers, directors, or employees. Neither the RHA nor WCDSS have any authority to assume or create any obligation or liability, express or implied, on the other or in their name or to the other obligations not arising out of this Agreement in any manner whatsoever.
22. No Third Party Beneficiary. This Agreement is not intended to, nor shall it be, construed to create or confer any rights or benefits to anyone not a party hereto except as expressly

provided.

23. Drug-Free Workplace Requirement. WCDSS certifies that it will or will continue to provide a drug-free workplace.

24. Authority of Signatory. The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of RHA or WCDSS and that this Agreement is binding upon RHA and WCDSS in accordance with its terms.

**Reno Housing Authority**

**Washoe County**

By: \_\_\_\_\_  
Amy Jones  
Director

By: \_\_\_\_\_  
Bob Lucey  
Chair

Attest: \_\_\_\_\_

\_\_\_\_\_

STATE OF NEVADA)

COUNTY OF \_\_\_\_\_ ) : ss.

Before me, a Notary Public, in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared Amy Jones, who acknowledged to me that she has the authority to execute the within instrument on behalf of The Housing Authority of the City of Reno, and she personally acknowledged to me that execution of said document was a free and voluntary act and deed for the uses and purposes set for therein.

\_\_\_\_\_