

AMENDMENT NO. 2 AND EXTENSION OF INTERLOCAL COOPERATIVE AGREEMENT FOR SHELTER OPERATION AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO, WASHOE COUNTY, AND THE CITY OF SPARKS.

This AMENDMENT AND EXTENSION OF INTERLOCAL COOPERATIVE AGREEMENT FOR SHELTER OPERATION AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO, WASHOE COUNTY, AND THE CITY OF SPARKS (“Amendment and Extension”) is made and entered into this ___ day of August 2021 by and between the City of Reno, Washoe County and City of Sparks, each individually referred to as a “Party” or collectively as the “Parties.”

W I T N E S S E T H

WHEREAS the Parties hereto are Parties to an Interlocal Cooperative Agreement For Shelter Operation And Other Homeless Services Among The City Of Reno, Washoe County, And The City Of Sparks (“the Interlocal”), dated November 18, 2020 which describes the duties, roles and responsibilities of the Parties with regard to the provision of services to the homeless in the Cities and County; and

WHEREAS the Interlocal at Paragraph 15 allows for its extension beyond the initial term which concludes on June 30, 2021, and at Paragraphs 22 and 23 allows for amendments to the Interlocal to be made in a writing adopted by the Governing Boards of the Parties; and,

WHEREAS the Parties seek to alter their duties, roles and responsibilities for the homeless in Reno, Sparks and Washoe County as described herein; and,

WHEREAS the Parties desire to transition all administrative and financial responsibility as outlined in AMENDED ATTACHMENT B for the operation of homeless shelters in Washoe County, Nevada to Washoe County over the term of this Amendment and Extension; and,

WHEREAS, the regional Community Homelessness Advisory Board (CHAB) is tasked with reviewing and providing recommendations on regional issues related to homelessness including funding allocations; community-wide homeless strategies and initiatives, and any other matters deemed pertinent by the CHAB; and,

WHEREAS, the Parties agree this relationship shall not exist beyond the term of this Agreement and Extension; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree to amend the Interlocal as follows:

1. The following definitions shall apply to the Interlocal and this Amendment.
 - a. “Community Homelessness Advisory Board” shall refer to the regional board tasked with providing input and making recommendations on homeless issues in

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the region.

- b. "Continuum of Care" (COC) shall refer to the Reno, Sparks - Washoe County Continuum of Care program also known as the Northern Nevada Continuum of Care program, as recognized by the United States Department of Housing and Urban Development (HUD).
- c. "Homeless Services" shall refer to services and programs including, but not limited to, assisting homeless individuals to achieve a positive, transitional change in their life and decrease the use of welfare services.
- d. "Homeless Shelters" shall refer to temporary housing at the Nevada Cares Campus and Our Place.
- e. "Lead Entity" shall refer to the lead regional entity for homeless shelters and services.
- f. "Nevada Cares Campus" shall refer to the property located at 1775 E. 4th Street, Reno, including a shelter, a safe camp, and all future housing facilities at the Campus.
- g. "Our Place" shall refer to the women and family shelter located at 605 S. 21st Street, Sparks.
- h. "Phase 1" shall refer to the site acquisition and initial construction of the Nevada Cares Campus.
- i. "Phase 2" shall refer to the development of on-site services and resources, including the private capital fundraising campaign, of the Nevada Cares Campus.
- j. "Phase 3" shall refer to the creation of affordable and transitional housing, in partnership with the Reno Housing Authority, at the Nevada Cares Campus.
- k. "Region" shall refer to the geographic boundary of Washoe County, including but not limited to the areas within the geographic boundaries of the Cities of Reno and Sparks.
- l. "Staff Liaison" shall mean the employee or other individual designated by each of the Parties to represent that Party on matters related to homelessness.

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2. Paragraph 2 of the Interlocal shall be stricken and replaced with the following:

“Washoe County shall be designated the lead entity for homeless shelters in the region. As such, Washoe County shall identify a staff person as the homeless shelter manager. The manager shall have authority to make any necessary decisions regarding the daily operations at all corresponding shelters. The manager shall also assure the expenditures to support the activities described herein and for the shelter are within the funding provisions provided within this agreement, as set forth in AMENDED ATTACHMENT B.”

3. Attachment A to the Interlocal is stricken and replaced with Amended Attachment A, attached hereto and incorporated as though fully set forth herein.

4. Paragraph 4 of the Interlocal shall be stricken and replaced with the following:

“To the extent limited in accordance with NRS 41.0305 to NRS 41.039, and without waiving any defenses or limitations on damages described in NRS Chapter 41 or to which any Party may be entitled by law each Party agrees to indemnify, hold harmless and defend the others, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or more culpable acts or omissions of the Party, its officers, employees and agents arising out of the performance of this Agreement. Each Party may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. To the extent not prohibited by law, any Party that, on behalf of another Party, uses or administers any grant funding of any kind or from any source for purposes contemplated by the Interlocal, this Amendment, and/or any successor agreement or amendment between the Parties addressing homeless services in the region, shall indemnify and defend the Party that first received such grant funding from any and all actions arising from the subgrantee Party's or its contractors' acts or failures to act. Such indemnification and defense shall include, without limitation, satisfying any obligation to return funds to the grantor, reasonable attorney fees, and costs.”

5. Paragraph 14 of the Interlocal shall be amended as follows shall be stricken and replaced with the following:

“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 and supplemental funds set to a corresponding percentage), as set forth in AMENDED ATTACHMENT B (COOPERATIVE REGIONAL HOMELESS SERVICES FUNDING), which is incorporated herein by reference. For the term of this Amendment and Extension, Washoe County may invoice the other Parties for operating and capital costs for the Shelter Facility and Safe Camp at the Nevada Cares Campus as set forth in AMENDED ATTACHMENT B and must maintain records of expenses incurred. Invoices must be paid within 30 days of the invoice date.”

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6. Paragraph 15 shall be amended to reflect that the term of the Interlocal as amended is extended to June 30, 2022.
7. Paragraph 22 of the Interlocal shall be amended to reflect modifications must be made in accordance with Paragraph 23 of the Interlocal.
8. Attachments A and B to the Interlocal shall be replaced with AMENDED ATTACHMENTS A and B attached to this Amendment and Extension.
9. ATTACHMENT C to this Amendment and Extension shall be added and attached to the Interlocal.
10. There are no other amendments to the Interlocal not described herein. If there is a conflict between this Amendment and Extension the Interlocal, the terms of this Amendment and Extension, including AMENDED ATTACHMENTS A and B, and C shall prevail.
11. The parties shall use their best efforts to timely satisfy each of the conditions described in this amended Interlocal Agreement.

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

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WASHOE COUNTY

CHAIRMAN, COUNTY COMMISSION

COUNTY CLERK

APPROVED AS TO FORM:

DEPUTY DISTRICT ATTORNEY

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CITY OF RENO

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Interlocal Cooperative Agreement for Shelter Operations and Other Homeless Services

CITY OF SPARKS

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDED ATTACHMENT A
ROLES AND RESPONSIBILITIES

Party Roles:

1. Washoe County will be the lead entity for the homeless shelters and services and shall be responsible for:

- A. Planning, oversight, and primary decision-making authority for Our Place and Nevada Cares Campus.
- B. Operations and oversight for the Nevada Cares Campus and Our Place shelters and facilities, including but not limited to, contract management and seeking grants and other funding sources.
- C. During Fiscal Year 2021-22 develop and release a Request for Proposal for the Nevada Cares Campus shelter operator.
- D. Extending the Volunteers of America operator agreement from September 1, 2021 through June 30, 2022.
- E. The Reno Sparks/Washoe County Continuum of Care (CoC), also referred to regionally as the Northern Nevada Continuum of Care. After the official HUD transfer of the CoC from the City of Reno to Washoe County, coordinate the procurement of the CoC contracts as soon as is practical.
- F. Establish and operate the safe camping facility pilot program and develop a longer-term location for the safe camp, as agreed to by the Parties and as was recommended by the Community Homelessness Advisory Board (CHAB).
- G. Develop, construct, and implement all aspects of Phase II of the Nevada Cares Campus.
- H. Work with the Reno Housing Authority (RHA) and the City of Reno to develop transitional, supportive, and/or affordable housing programs for Phase III.
- I. Fundraising for regional homeless facilities and services related to Phase II and all future phases.
- J. Continue a good faith effort to provide low barrier bed capacity based on the needs of the region, and in no event shall the number of low barrier beds decrease below current capacity (604 permanent beds with 100 additional overflow beds available) without the express, written consent of the Washoe County Manager, the Reno City Manager, and the Sparks City Manager.

2. The City of Reno shall:

- A. Extend the Volunteers of America operator agreement and accompanying operational agreements through August 31, 2021, and assure the agreements provide for the assignment and transfer of the agreements and all duties to County on September 1, 2021.
- B. Support the orderly transition of the CoC in accordance with HUD guidance and requirements.

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- C. Assist and assure the orderly transition of the Nevada Cares Campus operations and ownership.
- D. Take reasonably expedient action to deed the parcels at the Nevada Cares Campus to Washoe County (APN 008-211-51 and APN 008-211-47).
- E. Transition Nevada Cares Campus inventory and assets to Washoe County.
- F. During the third quarter of the 2021-2022 Fiscal Year, make a capital contribution as identified in AMENDED ATTACHMENT B to support the Nevada Cares Campus Phase II development and construction as provided for in Attachment B.
- G. Continue to administer all remaining contracts that are relevant to the Nevada Cares Campus or CoC including but not limited to those listed on Attachment C until such time as new contracts are procured by or assigned to Washoe County.
- H. Work with the Reno Housing Authority (RHA) and the County to develop transitional, supportive, and/or affordable housing programs for Phase III.
- I. Designate a staff liaison to coordinate and communicate, in collaboration with Washoe County and provider agencies, carry out public relations activities when reasonably necessary, and collaborate with partner jurisdictions.
- J. Assist the parties with other duties as mutually agreed upon.
- K. Issue a Special Use Permit needed for the establishment of a safe camp at the Governor's Bowl Park.
- L. Be solely responsible for any new homeless endeavors, services, or other activities or projects initiated solely by the City of Reno that are not described in this Agreement.

3. The City of Sparks shall:

- A. During the third quarter of the 2021-2022 Fiscal Year, make a capital contribution as identified in AMENDED ATTACHMENT B the first quarter of the calendar year to support the Nevada Cares Campus Phase II development and construction as provided for in Attachment B.
- B. Make reasonable effort in supporting the orderly transition of CoC in accordance with HUD guidance and requirements.
- C. Designate a staff liaison to coordinate and communicate, in collaboration with Washoe County and provider agencies, carry out public relations activities when reasonably necessary, and collaborate with partner jurisdictions.
- D. Be solely responsible for any new homeless endeavors, services, or other activities or projects initiated solely by the City of Sparks that are not described in this Agreement.

4. The Parties shall:

- A. Provide to each and every other Party all documentation necessary for each jurisdiction to comply with records and process requirements of federal funding contributed for shelter construction and the provision of services. This information shall include, but is not limited to, all requisite environmental review records, demographic information on clients served, documentation regarding purchases of real or personal property,

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construction documents, contracts with third parties, and any other documentation necessary for any Party to comply with requirements of federal agencies, including but not limited to HUD.

- B. In the event any Party provides to another Party as subgrantee any grant funding of any kind or from any source for purposes contemplated by the agreement, this Amendment, and/or any successor agreement or amendment between the Parties addressing homeless services in the region, the sub-grantor Party shall provide the subgrantee Party written notice of the source of such grant funding.
- C. Upon the signing of this agreement, the Parties will initiate the formal HUD transition of lead entity for the CoC from the City of Reno to Washoe County in accordance with HUD guidance and requirements.
- D. Upon the signing of this agreement, during the formal HUD transfer of the CoC:
 - I. The City of Reno will lead, in partnership with Washoe County, HMIS Administration, HUD Application Process and HUD Reporting.
 - II. Washoe County will lead, in partnership with the City of Reno, the CoC and RAH Meetings, the CoC By-Laws, and the Strategic Plan Process.
 - III. The City of Reno and Washoe County will co-lead HMIS structure, governance, and procedure.

AMENDED ATTACHMENT B
COOPERATIVE REGIONAL HOMELESS SERVICES FUNDING

The parties agree to share costs as described below which include costs associated with:

- Our Place (Capital and Operating Costs through 6/30/22)
- Nevada Cares Campus Capital and Operating Costs through 6/30/22)
- Outside consulting assistance to plan and develop homeless services (Costs through 6/30/22)
- Additional Staff (Costs through 6/30/22)

Estimated Costs:

Operating Costs	FY21 (per ILA)	FY22(estimate)
(Men’s Shelter) CAC	\$4,363,153	n/a
Cares Campus Shelter	n/a	Est. \$8,061,731
Cares Campus Safe Camp	n/a	Est. \$1,440,000
Our Place Women/Family Shelter Our Place (Shelter only, no Women’s Programming)	\$3,795,104	Est. \$5,370,159
CoC	Staff time	Staff time
Admin Costs (new staff and Consultant directly related to Cares Campus and CoC)	Displayed as In-Kind	Est. \$758,887
Total	\$8,158,257	Est. \$15,630,777

Capital Costs	FY22(estimate)
Cares Campus Phase II	\$33,561,250
Safe Camp – Pilot	\$170,000
Gov Bowl Infrastructure and Safe Camp	\$4,500,000
Total	\$38,231,250

** Funding for the Nevada Cares Campus raised by the Capital Campaign will be applied to the total capital cost. The parties will share the remaining capital costs as outlined in this AMENDED ATTACHMENT B.

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Share of Costs:

Operating Costs	FY21 Percentage*	Total Budget FY21	FY22 Percentage**	Total Budget FY22 (Estimate)
Washoe County	69.55%	\$5,674,067	71.21%	\$11,130,946
City of Reno	22.52%	\$1,837,239	24.28%	\$3,795,423
City of Sparks	7.93%	\$646,950	4.51%	\$704,408
Total	100%	\$8,158,257	100%	\$15,630,777

* ILA percentages approved in November 2020.

** 2021 tax projections – adjusted for City of Sparks requested allocation

Capital Costs	Percentage*	Total Budget FY22 (Estimate)**
Washoe County	68.37%	\$26,138,706
City of Reno	21.44%	\$8,196,780
City of Sparks	10.19%	\$3,895,764
Total	100%	\$38,231,250

*2021 tax projections – adjusted for City of Sparks requested allocation

It is anticipated that costs may exceed these estimates as the Nevada Cares Campus is still under development. Costs beyond the amounts included in AMENDED ATTACHMENT B are subject to prior approval by each of the respective Parties.

ATTACHMENT C
CONTRACTS RELATED TO SHELTER SERVICES RELATED CONTRACTS

Upon the signing of this agreement, the City of Reno and Washoe County will initiate the transfer and assignment of contracts, as outlined below:

Shelter Operations for FY 2022 (County will initial new contracts for these items)

- A. Volunteers of America
- B. Allied Security
- C. Qual-Econ
- D. Utilities
- E. Health Department Operating Permits
- F. Laundry Modular

Related Shelter/CoC Grants (The following will be transferred to Washoe County)

- A. The Veterans Emergency Housing contract provides 20 beds per day to homeless Veterans on a per diem basis. The contract is currently active from 10/1/2018 through 9/30/2023 if renewed yearly. The daily per diem bed rate is \$22.11. The total available from 10/1/2021 through 09/30/2023 is \$484,209.
- B. The FY 2019 Coordinated Entry Grants which included the Coordinated Entry Grant (NV0121L9T011902), and Coordinated Entry Expansion Grant (NV0137D9T011900) have been expended by the City of Reno as the collaborative applicant. The Coordinated Entry Grant for \$30,000 was used to cover the staff time for Coordinated Entry Management with Catholic Charities of Northern Nevada. This grant ended June 30, 2020. The Coordinated Entry Expansion Grant for \$30,000 is being used on an evaluation of the Coordinated Entry System which is being completed by Homebase. Homebase's evaluation is set to conclude by September 30, 2021.

The City of Reno and Washoe County are currently working on a subrecipient agreement for the Coordinated Entry Grants for 2020. The Coordinated Entry Grant for FY2020 (NV0121L9T012003) is for \$30,000, and the Coordinated Entry Expansion Grant for FY2020 (NV0137D9T012001) is for an additional \$30,000. The subrecipient agreement details the use of the funds which are to be used to pay for up to 40 hours per week of staff time to manage the CoC's Coordinated Entry System, as well as provide housing referrals from the Community Housing Queue. The agreement covers the time period of

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July 1, 2021 - June 30, 2022. Washoe County staff are currently fulfilling these duties, the agreement has been drafted and is awaiting signature.

The Coordinated Entry Grants for 2021 will be initially awarded to whoever the collaborative applicant is at the time the application is submitted. If the City of Reno is still the collaborative applicant, the City will transfer these grants to Washoe County after the grants are executed per HUD procedure.

- C. The Planning Grant for FY2019 (NV0136L9T011900) is for \$58,220 and must be spent by December 31, 2021. A portion of the grant is currently being spent on assistance from Civitas for the 2020 CoC Application, and the City of Reno will propose to spend the additional funds to implement a new outreach module in HMIS within the CoC at the September 7th, 2021 CoC Leadership Council Meeting.

The Planning Grant for FY2020 (NV0144L9T012000) is for \$65,716. The City of Reno is working to execute this grant, and once that is complete will work to transfer the grant to Washoe County, per HUD procedure.

The Planning Grant for 2021 will be initially awarded to whoever the collaborative applicant is at the time the application is submitted. If the City of Reno is still the collaborative applicant, the City will transfer these grants to Washoe County after the grants are executed per HUD procedure.