

# WASHOE COUNTY

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STAFF REPORT
BOARD MEETING DATE: July 28, 2015

CM/ACM KS
Finance VG
DA LA
Risk Mgt. DE
HR --Grant Mgt. ---

DATE:

June 29, 2015

TO:

**Board of County Commissioners** 

FROM:

Ken Retterath, Division Director, Department of Social Services

kretterath@washoecounty.us

(775) 785-8600

THROUGH: Kevin Schiller, Assistant County Manager

**SUBJECT:** 

Approve the Interlocal Cooperative Agreement for Operation of the

Community Assistance Center among the City of Reno, the City of Sparks and the County of Washoe for \$1,274,846, effective upon execution

through June 30, 2016 for the County's portion for fiscal year 2016.

(All Commission Districts)

#### **SUMMARY**

The Department is requesting approval of the Interlocal Cooperative Agreement for Operation of the Community Assistance Center among the Cities of Reno and Sparks and Washoe County for \$1,274,846 for fiscal year 2016.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

#### PREVIOUS ACTION

On June 17, 2014, the Board approved the Interlocal Cooperative Agreement for Operation of the Community Assistance Center [\$1,234,426 is cash and approximately \$252,964 in-kind support] for the County's portion for fiscal year 2014-2015.

On June 11, 2013, the Board approved the Cooperative Agreement for Services related to the Operations of the Homeless Community Assistance Center between the City of Reno, Washoe County, and the City of Sparks [\$1,205,537 in cash and approximately \$280,086 in-kind support] for the County's portion for fiscal year 2013-2014.

Interlocal Cooperative Agreements have been presented to the Board annually since 2008, following funding of the construction of the homeless shelter in 2007.

#### **BACKGROUND**

The Interlocal Cooperative Agreement for the operation of the Community Assistance Center was put into place shortly following the completion of the construction of the center in 2008. The overall purpose of the agreement was to provide a framework for the operations of the center that both conformed to the needs of our local jurisdictions as well as meeting the requirements of our federal funders. Over the course of the last several years, there have been changes in this contract that are reflective of changes in federal regulations.

In order to effectuate recent changes, specifically in respect to the HEARTH Act, the Transitional Governing Board (TGB) took action in 2011. One of the first actions was to designate the City of Reno as the lead entity. This designation was both to comply with the federal regulations as well as to support a Request for Proposal (RFP) to execute a competitive bidding process to identify a contractor to direct the operations of the center. The result of this RFP was the selection of Volunteers of America to be the operators of the center.

This agreement specifies the roles and responsibilities of each of the three jurisdictions (City of Reno, City of Sparks and Washoe County) and outlines each jurisdiction's contributions, both monetary and in-kind in support of the center. The agreement allows the jurisdictions to review and audit any functions or operations of the center and allows for direct participation in the governance of the center.

In FY2015, the Community Assistance Center served over 2,200 individuals and 147 families, including 302 Veterans.

#### **FISCAL IMPACT**

The Department's adopted budget for FY16 includes funding for this agreement and is account for in IO#60306-710400 to support the Community Assistance Center. Washoe County also continues to fund one full-time case management position, two full-time Human Services Support Specialists and two full-time eligibility workers, located at the shelter, for an approximate in-kind value of \$525,000.

#### RECOMMENDATION

Approve the Interlocal Cooperative Agreement for Operation of the Community Assistance Center among the City of Reno, the City of Sparks and the County of Washoe for \$1,274,846, effective upon execution through June 30, 2016 for the County's portion for fiscal year 2016.

#### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "move to approve the Interlocal Cooperative Agreement for Operation of the Community Assistance Center among the City of Reno, the City of Sparks and the County of Washoe for \$1,274,846, effective upon execution through June 30, 2016 for the County's portion for fiscal year 2016".

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

THIS AGREEMENT is made and entered into this _	day of	, 2015, by
and among the City of Reno (hereafter "Reno"), the	City of Sparks (he	reafter
"Sparks"), and the County of Washoe, a political su	ıbdivision of the St	ate of Nevada,
(hereafter "Washoe County" or "County"). Reno, S	parks and Washoe	County or
County are sometimes referred to herein each as a	"party" or collective	vely, 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, the City of 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 open and operate the CAC with finite available funding; and

WHEREAS, the 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 limited 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 <u>ATTACHMENT A</u>, 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. 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.
- 6. 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.
- 7. 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.

- 8. 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.
- 9. The parties agree to ensure that staff maintain confidentiality of all information, including medical, 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.
- 10. 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.
- 11. The parties agree to document in-kind fees and provide data to the Program as needed to assist in fund development.
- 12. 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.
- 13. Subject to the following limitations, each party to this Agreement will contribute funds per the established formula (property tax equivalent of \$.01 for Washoe County and \$.005 for each Reno and Sparks), personnel, services, and/or supplies as set forth in <u>ATTACHMENT B (COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION)</u>, which is incorporated herein by reference.
  - 13.1. 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.
  - 13.2. The Lead Entity may not exceed the specific restrictions on utilization of funds and staff as set forth in ATTACHMENT B.
  - 13.3. 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.
  - 13.4. 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.

- 14. This Agreement is effective upon approval of all parties and its Term shall be through <u>June 30, 2016</u>. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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: 775-334-2305 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

- 21. 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.
- 22. 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.
- 23. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
- 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.
- 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 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:		
DEPLITY 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.

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- 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 10 Year Plan to End Homelessness and 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 RESPONSIBILITES

The City of Reno will serve as the lead entity for operations and oversight for FY 15-16, 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. Security Services
  - 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. Security Services
- 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
- d. Security
- e. Utilities
- f. Trash
- g. Building Maintenance
- h. Grounds Maintenance
- 5. Facilitate the transition of the CAC to a qualified entity.
- 6. 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.7. Coordination and Development of On-Site Services.

The collocation of key service agencies at the Community Assistance Center is intended to enhance clients' access to essential services and permit cross-agency communication and coordination in case management and service delivery. Space will be provided in the Community Resource Center for service agencies to address the many factors that contribute to homelessness, including poverty, domestic violence, substance abuse, lack of education, and job skills. The collocation of permanent and rotating service agencies ensures residents have reasonable access to assistance. The types of services that may be provided on-site include:

- a. Housing Referrals & Assistance
- b. Food
- c. Transportation,
- d. Educational Assistance, e.g. GED or Computer Classes
- e. Parenting, Budgeting, Nutrition, and Child Development Classes
- f. Employment Assistance
- g. Job Training
- h. Clothing
- i. Childcare Subsidies
- i. Street Outreach
- k. Case Management
- I. Health Care
- m. Mental Health Treatment
- n. Substance Abuse Treatment
- o. Assistance in Acquiring Mainstream Resources
- p. Legal Services

#### 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
- 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. Security
- 4. Assist Lead Entity with Program Oversight:
  - a. Men's Shelter Operation
  - b. Women's Shelter Operation
  - c. Family Shelter Operation
  - d. Security Services
- 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. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:
  - a. Where appropriate, coordinate with provider agencies
  - b. Carry out Public Relations activities when needed
  - c. Communicate and coordinate with other Jurisdictions
- 2. Fiscal Responsibility, in collaboration with the Lead Entity, 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. Security Services

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

## **ATTACHMENT B**

## **COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION**

#### **IN-KIND CONTRIBUTION:**

NAME	TITLE/JURISDICTIONN	RESPONSIBLITY	PHONE/EMAIL	FTE
Elaine Wiseman	CAC Manager/Reno	CAC management	334-3853	.5
	Management Analyst		wisemane@reno.gov	
SUPERVISOR	TITLE/JURISDICTIONN		PHONE/EMAIL	N/A
Bill Thomas	Assistant City Manage	Supervision	334-2002	*****
N.A.D. 67	of Reno	DECDONCIDLITY	DUONE /ENAM	FTE
NAME	TITLE/JURISDICTIONN		PHONE/EMAIL	3
2 FTE Senior Human Services	Washoe County	Family support	785-5600	5
Support Specialists	Senior Human	case management		
1 FTE Social Worker/	Services Support	services for family		
Case Manager	Specialist	shelter residents		
SUPERVISOR	(CPS) TITLE/JURISDICTIONN	DECDONCIBILITY	PHONE/EMAIL	N/A
Kim Schweickert	Washoe County	Supervise family	337-4535	*****
KIIII SCHWEICKELL	Human Services	shelter case	ksschweickert@	
	Supervisor	managers	washoecounty.us	
NAME	TITLE/JURISDICTIONN		PHONE/EMAIL	FTE
2 FTE Eligibility Worke		Information and re		2
Z 1 12 Eligibility WOLKE	Eligibility Worker	services	Sandy material	_
	(Indigent Health)	Sel vices		
SUPERVISOR	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	N/A
Karen Reidenbaugh	Washoe County	Supervision	328-2700	*****
mar arr maradina da Bri	Eligibility		kreidenbaugh@	
	Supervisor		washoecounty.us	
NAME	TITLE/JURISDICTIONN	RESPONSIBLITY	PHONE/EMAIL	FTE
Stephani Kane	Reno Management	Administration	334-2218	.2
	Analyst		kanes@reno.gov	
SUPERVISOR	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	N/A
Bill Thomas	Assistant City Manage of Reno		334-2002	*****
NAME	TITLE/JURISDICTIONN	RESPONSIBLITY	PHONE/EMAIL	FTE
Facility Maintenance	Maintenance	CAC facility	334-2243	.8
Technicians	Technicians	maintenance		
SUPERVISOR	TITLE/JURISDICTIONN	RESPONSIBILITY	PHONE/EMAIL	N/A
Joe Wilson	Reno Public Works	Supervision of	334-2243	*****
	Supervisor	facility		
	·	maintenance staff		
			wilsonj@reno.gov	

FY 2015 - 2016 FUNDING BY SOURCE***	
City of Reno – Emergency Shelter Grants	A 454.000
Other Funds	\$ 154,000
Washoe County:	\$ 556,205
washoe county.	\$ 1,274,846
City of Sparks	\$ 111,840
TOTAL FY 15-16 FUNDING	\$ 2,096,891

# \*\*\*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.