

RAPID REHOUSING AGREEMENT WITH VOA

This Rapid Rehousing with Volunteers of America (VOA) ("Agreement") is made and entered into on the ___ day of _____ 2021, ("Effective Date") by and between VOA (hereinafter referred to as the "Provider"), and the **City of Reno**, a municipal corporation existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as "City").

RECITALS

WHEREAS, the City has a need for professional services to operate a Rapid Rehousing Program ("RRH Program"); and

WHEREAS, the Provider's legal status is as a recognized IRS 501(c) 3 nonprofit corporation, the Provider is in good standing in its state of formation, and the Provider agrees to provide the City with a certificate of good standing as a condition concurrent to this Agreement; and

WHEREAS, in consideration of receipt of this funding, the Provider agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration and subject to all terms and conditions of this Agreement, City and Provider hereby agree as follows:

1. Basic Services. The Provider will perform the services as part of this Agreement as set forth in Attachment A, which is incorporated herein by this reference as if set forth in full herein. However, should any term or condition in the Attachment contradict a term of this Agreement, the terms and conditions of this Agreement shall control.

2. City of Reno Responsibility. The City of Reno shall designate a Project Manager to act as the City's representative with respect to the work performed under this Agreement. The City of Reno shall give prompt written notice to the Provider whenever the City observes or otherwise becomes aware of a problem with the RRH Program.

3. Authorization, Progress and Completion. By execution of this Agreement, the City grants to the Provider specific authorization to proceed, upon written notice, with the services described in Attachment A of this Agreement, and shall continue until completed. All documents and materials shall be prepared in a timely manner, adhering to the schedule set forth in Attachment A.

4. Term. This Agreement shall be effective for housing services from September 1, 2024, to August 30, 2026, unless otherwise terminated or extended.

5. Compensation. Compensation for services performed by the Provider shall be payable as described in Attachment B for housing services provided from September 1, 2024 to August 30, 2026. The compensation for services breakdown is as shown in

Commented [JM1]: What they will do with RHA is in the Attachment.

Attachment A for a total not-to-exceed figure of \$200,000. This total not-to-exceed figure includes costs as well as fees. Invoices for services rendered shall be submitted monthly. Payment by the City will be made within thirty (30) calendar days of receipt.

6. Insurance. Provider shall maintain comprehensive general liability coverage for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence during the term of this Agreement. The City of Reno is an additional insured party with thirty (30) day notice of termination requirement for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium. Automobile coverage of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. PROVIDER shall also maintain during the term of this Agreement professional liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per claim and Four Million Dollars (\$4,000,000) aggregate. As evidence of insurance coverage, the CITY will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written notice of cancellation to the CITY for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium. Certificates of insurance should be delivered to the office of the Risk Manager c/o Reno City Attorney's Office, at: 1 E. 1st Street, Reno, NV 89501, or mailed to: P.O. Box 1900, Reno, NV 89505.

7. Independent Contractor: The parties understand and agree that PROVIDER is an independent contractor as recognized under Nevada law. Accordingly, the City will not:

- (a) Withhold any income taxes;
- (b) Provide workers' compensation coverage;
- (c) Provide group insurance plans which may be available to CITY employees;
- (d) Participate or contribute by either the independent contractor or the CITY to the public employees' retirement system;
- (e) Provide for vacation leave or sick leave; or
- (f) Approve or authorize unemployment compensation coverage.

8. Worker's Compensation Insurance: As required by the laws of the State of Nevada, Provider shall carry during the term of this Agreement, Worker's Compensation Insurance under the laws of the State of Nevada, to cover any compensable injuries or diseases arising during the performance of this Agreement. Specifically, Provider shall comply with the provisions of NRS Chapters 616A, 616B, 616C regarding Industrial Insurance, and NRS Chapters 617 and 618 regarding Occupational Diseases, Safety and Health.

9. Notice and Termination: This Agreement and all services to be rendered hereunder may be terminated at any time upon thirty (30) days written notice from either party. In such event, all finished and unfinished documents, project data and reports shall become CITY property and shall be delivered to it or to any party it may designate. In the event of such termination, PROVIDER shall be paid for the work performed prior to the

effective date of termination, plus any agreed-on work required for closing the services. Cancellation may occur in the event the type, quality and/or work is unsatisfactory to the CITY. In the event PROVIDER does not perform in an acceptable and/or satisfactory manner or is in default for whatever reason, the CITY reserves the right to cancel the Agreement and to procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby. In the event the City of Reno fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against this Agreement, necessitating cancellation of this Agreement, PROVIDER shall agree to hold the CITY free from any charge or penalty.

10. Entire Agreement: This Agreement supersedes any and all Agreements, either oral or written between the parties hereto with respect to rendering of services by PROVIDER for the CITY and contains all of the covenants and Agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representation, inducements, promises, or Agreements orally or otherwise have been made by any party that are not embodied herein, and that no other Agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties to this Agreement.

11. Non-Discrimination Policy: PROVIDER shall not discriminate in the employment of persons to work under this Agreement on the basis of age, color, creed, marital status, national origin, physical disability, political affiliation, race, religion, veteran status, sex, gender identity, gender expression or sexual orientation of such person or any other protected class status applicable under federal, state or local law, rule or regulation. Any violation of this provision shall constitute a material breach of this contract.

12. Approvals. Whenever this Agreement calls for CITY approval, consent, or waiver, the written approval, consent, or waiver of the CITY'S City Manager shall constitute the approval, consent, or waiver of the CITY, without further authorization required from the City Council. Where this Agreement specifically refers to City Council, then City Council approval, consent or waiver is required. The City hereby authorizes the foregoing persons to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the City.

13. Waiver: The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

14. Force Majeure: PROVIDER shall have no liability for any losses arising out of delays in performing or inability to perform the services which it renders under this AGREEMENT which results from events beyond its control, including interruption of business activities of PROVIDER or other financial institutions due to acts of God, acts of government authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

15. Records: PROVIDER'S books, documents, papers and records ("Records") specifically relating to this Agreement shall be open for inspection and subject to audit, examination, excerpts and transactions, during working hours by the CITY, or any of their duly authorized representatives at the expense of the City. PROVIDER shall maintain all Records for six (6) years after the date of final payment and close of all other pending matters.

16. Indemnification:

- (a) To the fullest extent permitted by law, PROVIDER shall assume the defense of, indemnify and hold harmless the CITY and its officers, agents, employees, and volunteers (collectively "Indemnitees") from and against any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the PROVIDER or its sub-Providers) and liability of every kind, nature and description (including without limitation, attorneys' fees, reasonable costs of litigation, and other applicable losses) that arise directly from: (1) the negligent or intentionally wrongful performance of the services under this Agreement, or any part thereof, (2) any negligent or intentionally wrongful act or omission of PROVIDER, and sub-Providers to the PROVIDER, anyone employed by it, agents of PROVIDER, or anyone performing the services hereunder that PROVIDER controls (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any indemnitee, subject to the provisions set forth below in this section.
- (b) PROVIDER assumes no liability for the intentional negligence or willful misconduct of Indemnitees.
- (c) PROVIDER's indemnification obligations for claims involving "Professional Liability" (claims involving acts, error, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of Provider's negligence or other breach of duty.
- (d) Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to PROVIDER's performance of this Agreement (including, without limitation, unemployment insurance, social security, business license taxes, and income taxes) shall be PROVIDER's sole liability.

17. Governing Law: This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and

effect. Any action at law, suit or equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted in a court of competent jurisdiction located in Washoe County, Nevada.

18. Drafting: This Agreement shall not be construed for or against a party by virtue of which party drafted the terms and conditions of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Nevada.

19. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

20. Limited Liability: The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

21. Drafting: This Agreement shall not be construed for or against a party by virtue of which party drafted the terms and conditions of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Nevada.

22. Authorization to Sign: The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement.

23. Notices: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered mail, certified mail, return receipt requested, or Federal Express, as follows:

CITY:

CITY OF RENO
Monica Kirch, Director
Housing and Neighborhood Development
One East First Street
Reno, Nevada 89501

With copy to:

Reno City Attorney
P.O. Box 1900
Reno, Nevada 89505

PROVIDER:

Volunteers of America
Attention: Travis Sandefur

1095 E Taylor St Reno, NV 89502

A change in the designation of the person or address to which submittals, requests, notices and reports shall be delivered is effective when the other party has received notice of the change by certified mail.

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

Executed on this _____ day of _____, 2024.

CITY:
CITY OF RENO, NEVADA

By: Jackie Bryant, Interim City Manager

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

PROVIDER:
VOLUNTEERS OF AMERICA

By: Travis Sandefur
Title: Regional VP of Northern Nevada
Address: 1095 E Taylor St
Reno, NV 89502

ATTACHMENT A **SCOPE OF WORK**

RAPID REHOUSING

Rapid Rehousing (RRH) is a program that helps formerly homeless individuals and families live as independently as possible in a community setting. RRH provides financial assistance in the form of rental assistance as well as coordination services to help clients successfully transition to a permanent unit they can afford. The goal of RRH is to provide temporary support to individuals to help them attain self-sufficiency. The funds will cover the difference in the cost of housing at the Village on Sage Street and 30% of their income.

Clients of the program must be experiencing either sheltered or unsheltered homelessness, have monthly income, a CHAT score lower than 24.5, and currently be on RHA's lists waiting for an upcoming unit or housing voucher.

CLIENT CORDINATION

All clients will be required to engage with their coordinator while participating in the RRH program. The coordinator will serve as a liaison to the Reno Housing Authority. They will be tasked with assisting the client with referral needs completed needed tasks with RHA to transition to a permanent unit. The coordinator position will be supervised by VOA management staff who are responsible for reviewing case files for completeness, as well as ensuring program goals are met.

REFERRALS

Referrals will come through outreach workers or shelter caseworkers. All referral information must be documented in HMIS or a comparable database. All program participants must meet The Village on Sage Street's program criteria in order to be eligible. VOA staff are required to let the City of Reno's designated staff know about any issues with referrals within 2 business days.

VOA Staff agree to coordinate with Reno Housing Authority (RHA) to ensure that clients residing at the Village on Sage Street are on the RHA's list for permanent housing and corresponding services.

PERFORMANCE MEASURES

All program entry and exit data must be documented in HMIS or a comparable database. Data will be entered with at least a 90% accuracy rate. Data will be entered within 5 business days of the time of service. Reporting will be required through HMIS or a comparable database. VOA staff must provide all reporting needs to the City of Reno's designated staff upon request within 3 business days

ATTACHMENT B
PROGRAM BUDGET

Client Rent	\$165,000
Deposits	\$15,000
Other unit costs	<u>\$20,000</u>
Total	\$200,000