

RAPID REHOUSING AGREEMENT WITH SAFE EMBRACE

This Rapid Rehousing with Safe Embrace ("Agreement") is made and entered into on the 5th day of February, 2021, ("Effective Date") by and between **Safe Embrace** (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 January 1, 2021 to October 31, 2022, 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 January 1, 2021 to October 31, 2022. The compensation for services breakdown is as shown on

Attachment A for a total not-to-exceed figure of \$165,776. 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 Cities of Reno and Sparks are additional insured parties 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 Cochran, Housing Manager
Community Development Department
One East First Street
Reno, Nevada 89501

With copy to:

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

PROVIDER:

Safe Embrace
Attention: Jessica Cisneros
220 South Rock Blvd., Suite #7
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 5th day of February, 2021.

CITY:

CITY OF RENO, NEVADA

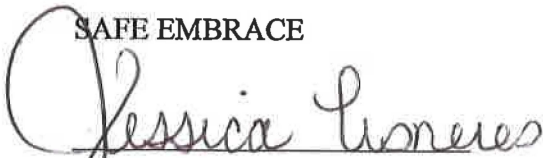

By: Hillary Schieve, Mayor

APPROVED AS TO LEGAL FORM:


Deputy City Attorney

PROVIDER:

SAFE EMBRACE


By: Jessica Cisneros
Title: Executive Director
Address: 780 East Lincoln Way
Sparks, NV 89434

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 wrap around case management in order to address any needs clients may have. The goal of RRH is to provide temporary support to individuals and families to help them attain self-sufficiency. The City of Reno has allocated funds from the CARES Act to Safe Embrace and dedicated them to RRH in order to effectively address homelessness. Safe Embrace is dedicated to serving survivors of domestic violence and human trafficking, and with their expertise they will serve 8 individuals and families for up to 2 years. The allocated funds must be spent by October 31, 2022, staff and program participants should be notified that this is a temporary grant funded program. The funds will cover the cost of housing only, and Safe Embrace will be required to provide the other staffing required to operate the program. Safe Embrace is required to have internal program procedures that participants agree to. These procedures must be made available to the City of Reno's designated staff upon request. Safe Embrace must also have internal infrastructure to provide financial assistance to participants including rent payments.

CASE MANAGEMENT

All clients will be required to participate in Case Management while participating in the RRH program. Case managers will be tasked with addressing any referral needs the client may need and developing a case plan with the client with the goal of attaining self-sufficiency when the program term ends. All case managers will be required to document case notes, case plans, and eligible data in HMIS. Case managers will be supervised by Safe Embrace management staff who are responsible for reviewing case files for completeness, as well as ensuring program goals are met.

Case Management staff will receive ongoing, intensive training at on-boarding; at program start-up; and at monthly intervals throughout the year. Individual staff training will be recorded in personnel files as well as in the online training system. Training will include but not be limited to:

- Best Practices in Ending Homelessness: Motivational Interviewing, Housing First, Trauma Informed Care, Harm Reduction, Critical Time Intervention
- Client Centered and Strength Based Care
- Moral Injury and Resiliency Strength Training
- Non-Violent Communication
- De-escalation

- Diversion
- Ethical Standards and Professional Code of Conduct
- HMIS
- VI-SPDAT Assessments

REFERRALS

All referrals for the RRH program must come through the Northern Nevada Coordinated Entry System. Safe Embrace staff will need to communicate program openings to the Community Matchmaker within 2 business days and are required to follow the program operator guidelines outlined in the Northern Nevada Coordinated Entry Policies and Procedures. All referral information must be documented in HMIS or a comparable database. All program participants must meet Safe Embrace's program criteria in order to be eligible. Safe Embrace staff are required to let the City of Reno's designated staff know about any issues with referrals within 2 business days.

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. Safe Embrace staff must provide all reporting needs to the City of Reno's designated staff upon request within 3 business days. All participants must have comprehensive client files in line with Safe Embrace's program guidelines. Client files and financial information pertinent to the RRH Program will be reviewed by the City of Reno's designated staff at least annually.

ATTACHMENT B
RAPID REHOUSING PROGRAM BUDGET

SAFE EMBRACE
Rapid Rehousing - Funding budget

RENTAL ASSISTANCE	NUMBER OF UNITS	Ave Month		
Client Housing	8	\$ 6,574.00	\$	78,888.00
Client Needs		\$ 63.34	\$	1,000.00
Client Transportation		\$ 250.00	\$	3,000.00
TOTAL EXPENSES ANNUALLY		\$ 6,907.34	\$	82,888.00
TOTAL EXPENSES FOR 2 YEARS			\$	165,776.00

