

**CITY OF RENO, NEVADA  
CONTRACT FOR SHELTER OPERATIONS**

**July 1, 2016 – June 30, 2019**

THIS CONTRACT, entered into as of this 1<sup>ST</sup> day of July 2016, by and between the **CITY OF RENO**, a municipal corporation existing under and by virtue of the laws of the State of Nevada and acting as the Lead Entity for Community Assistance Center operations (hereinafter referred to as the "Lead"), and Volunteers of America, Greater Sacramento and Northern Nevada (hereinafter referred to as the "Operator").

**WITNESSETH:**

**WHEREAS**, the cities of Reno and Sparks and Washoe County have entered into a *Cooperative Agreement for Services Related to the Operations of the Homeless Community Assistance Center among the City of Reno, Washoe County and the City of Sparks* (the "Cooperative Agreement"); and

**WHEREAS**, the Cooperative Agreement identifies the City of Reno as the lead entity from July 1, 2016 through June 30, 2017 and identifies operating funds for the shelter Contract; and

**WHEREAS**, the Programs outlined in this Contract have been designated by the Lead as consistent with the implementation of the Cooperative Agreement; and

**WHEREAS**, the Operator 's legal status is as a recognized IRS 501(c) 3 nonprofit corporation; the Operator is in good standing in the State of Nevada; and the Operator agrees to provide the Lead with a certificate of good standing as a condition concurrent to this Contract; and

**WHEREAS**, in consideration of receipt of this funding, the Operator agrees to abide by the terms and conditions of this Contract.

**NOW, THEREFORE**, the parties agree as follows:

**1. DEFINITION OF TERMS**

- A. **The Lead Staff:** The Lead Staff consists of those persons working for the City of Reno to implement the Cooperative Agreement as identified above.
- B. **Program Measurable Outcomes:** The program measurable outcomes which are mutually agreed to by the Lead and the Operator as outlined within the Contract to be met by the end of the Contract period.

- C. **Project Supervisor:** The project supervisor is the individual identified by the Operator who will be responsible for the administration of the Contract and its program and is the point of contact for communications with the Lead Staff.

2. **NOTICES**

Communications and details concerning shall be directed to the following contract representatives:

**LEAD**

City of Reno  
Elaine Wiseman, Management Analyst  
P.O. Box 1900  
Reno, Nevada 89505  
Phone: (775) 334-3853  
Fax: (775) 334-2097

**OPERATOR**

Volunteers of America  
Leo McFarland, President and CEO  
3134 Marconi Ave.  
Sacramento, CA 95821  
(916) 215-3400  
(916) 442-1861

3. **SCOPE OF WORK**

The Operator will undertake and provide all services described in the Scope of Work (**ATTACHMENT A**)

4. **TERM**

This Contract is for a term of three years, commencing July 1, 2016 and terminating June 30, 2019, provided, however, that the continuation of this Contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.

The continuation of this Contract beyond June 30, 2017 for successive fiscal years is additionally contingent upon the City of Reno's continued authority to act as Lead in any such successive fiscal year, as such authority is designated by the Cooperative Agreement.

5. **COMPENSATION**

The annual operating budget for this Contract is set forth on **ATTACHMENT B** hereto, and Operator shall be reimbursed in an amount not to exceed the amount set forth therein. Line item expenses may be adjusted upon approval of Lead Staff.

Operating budgets for successive fiscal years of the term of this Contract (*i.e.*, FY 2017-18 and FY 2018-19) shall be determined on an annual basis prior to the commencement of each respective fiscal year and reflected on a new ATTACHMENT B which shall be subject to approval by the Reno City Council.

6. **METHOD OF PAYMENT**

Reimbursement of Expenses: **Due Monthly**, no later than the 15<sup>th</sup> of the month following the month of reimbursement request.

Reimbursement will be paid after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions. Reimbursement for the period July 1, 2016 through June 30, 2017 shall not exceed \$2,650,858 as specified under Compensation. Reimbursement for successive fiscal years shall not exceed the amount set forth in the ATTACHMENT B established and approved for the corresponding fiscal year. It is expressly agreed and understood by the Lead and the Operator that compensation under this Contract shall in no event exceed the amount reflected in ATTACHMENT B at any given time. Additionally, **no reimbursement claims will be accepted for any fiscal year after July 15 of the following fiscal year.**

Reimbursement requests shall include proof of expenditures; for example, copies of checks, time cards, invoices, receipts, etc.

The Lead will verify and process the Requests for Payment as quickly as possible, including forwarding Requests for Payment to the City of Sparks and Washoe County. The Operator is advised that processing payments may require up to 20 days from the date of submission. Insufficient documentation or inadequate back-up may delay timely processing.

7. **SPECIAL CONDITIONS**

A. **Homeless Management Information System (HMIS).** The Operator shall collect and enter mandatory client data and services provided into the local HMIS no more than one (1) week after services are initiated. Data quality shall be maintained at not less than 90%. Bed coverage shall

be maintained at 100%. HMIS shall be used to the maximum extent possible to record shelter stays, supportive services, and to track the Program Measurable Outputs/Outcomes as outlined in this Contract. All staff utilizing HMIS shall retain their own private login information and ensure they are complying with applicable HMIS policies. Client consent must be obtained prior to entering data into the HMIS. All staff utilizing HMIS must pass a criminal background check. Operator shall designate one "security officer" for the HMIS as defined by HUD. Operator agrees to continue the utilization of *Clarity Passport*.

- B. **Annual Inspection/Monitoring.** Operator shall allow access to jurisdictional, State of Nevada Housing Division, U.S. Department of Veterans Affairs, and U.S. Department of Housing and Urban Development staff as requested for physical, safety, and/or health inspections of the property, which occur at least annually. In addition, monitoring will take place annually for HUD program compliance.
- C. **Citizen/Client Participation.** The Operator will establish and coordinate regular quarterly meetings with neighboring businesses, non-profits, and residential stakeholders to effectively manage impacts of the CAC on the surrounding neighborhood. In addition, Operator is expected to involve one or more current or former clients in advisory opportunities. **Quarterly reports will be required.**
- D. **Veterans Emergency Housing Program.** The Operator shall provide documentation of client stay in the Veterans Emergency Housing Program using client signature logs and overnight staff bed check logs. Operator shall keep documentation of client medications, meals, and case plans. Operator shall provide notice of discharge to the Veterans Administration within 24 hours of discharge from the program. Operator shall provide a monthly report detailing nightly attendance and any other information required as part of the Contract. Operator shall ensure employees follow privacy guidelines and all other requirements listed in **ATTACHMENT C AND D.**
- E. **Safety/Security.** The Operator shall ensure all health and safety issues are handled in accordance with local, state, and federal laws/regulations. Operator must document and perform monthly fire drills and ensure all staff are educated on emergency procedures. Lead shall be notified immediately of serious life/safety situations, e.g. infectious disease, fires, etc.) Operator shall work with the local Washoe County Health District as well as pest companies to mitigate bed bug and other health issues.

- F. **Coordinated Entry.** Operator shall work closely with the Lead, the local Continuum of Care, and the Coordinated Entry provider to maximize the central intake/single point of entry model for services. This will include implementation and enhancement of existing HMIS software. The Operator shall maintain a written waiting list for services. Operator shall follow the policies and procedures of the established Coordinated Entry program and will provide appropriate referrals. Operator shall work with law enforcement personnel to intake individuals or families presenting at non-conforming hours. All clients entering sleeping facilities shall be provided clean bedding upon admittance.
- G. **Capital Repairs.** Lead will make necessary Capital Repairs. Capital Repairs shall not include costs attributable to repairs or replacement to the extent covered by insurance or warranties or which are otherwise paid for by a third party, or costs of management or administration of space. Examples of Capital Repairs include, but are not limited to, roof and flashing repairs, sidewalk repairs, door replacement, and electrical, mechanical, or plumbing upgrades and repairs, and HVAC repairs. Capital Repairs will not include those caused through the misuse or neglect, including failure to report, of Operator or Operator's invitees. If required repairs are occasioned through the misuse or neglect of Operator, its employees or invitees, Operator will be billed for the cost of such repairs. Capital Repairs shall mean a repair needed for the premises that is not included as a responsibility of Tenant under the terms and conditions of this contract. Capital Repairs shall not include the sealant obligation contained in section H, Maintenance. City shall be responsible for Capital Repairs on which Operator and City do not reach a separate agreement and Tenant has no direct obligation to perform, complete and pay for such Capital Repairs. However, it is recognized and acknowledged that City is a public entity which must comply with public purchasing and bidding laws and the timely completion or non-completion of Capital Repairs may be contingent on available budgetary funding.
- H. **Maintenance.** The Operator shall conduct janitorial and routine maintenance tasks in the shelters and around the grounds, including the day area. Operator shall be responsible for day-to-day maintenance of the premises to maintain it in good condition and repair, in compliance with all applicable laws, codes and administrative regulations and minimum standards for maintenance of public buildings as established by City, which will include procedures for the prevention of the spread of disease and infection. Operator duties to perform maintenance shall include, but not be limited to:

- i. Repairs necessary to maintain the premises in good condition, replacing ceiling light bulbs and ballasts, and repair or replacement of basic plumbing and electrical fixtures;
- ii. Repairs due to vandalism and building damage to the premises shall be performed in accordance with the minimum maintenance standards within forty-eight (48) hours after discovery of the vandalism or damage, provided labor, materials, parts and other items necessary to complete such repairs are available with the forty-eight (48) hour time period. Otherwise, such repairs shall be promptly completed as soon as the necessary labor, materials, parts or other items become available.
- iii. Operator shall provide for its own janitorial services, paper products, and cleaning supplies;
- iv. Operator shall perform any interior painting required as a result of its use of the Leased Premises. All interior painting shall be in same colors, or substitute color as may be approved by City in writing;
- v. Operator shall maintain in good condition flooring treatments, including tile, laminates, and carpeting, when necessary, and in compliance with minimum replacement standards applicable to public buildings;
- vi. Operator shall maintain in good condition and repair all interior needs, including walls, floors, doors, windows, fixtures, basic plumbing and electrical fixtures, with the exception of the HVAC and life safety systems for fire prevention and suppression located within the Leased Premises; and,

Operator shall notify City of maintenance issues relating to the Leased Premise and Property which relate to warranty work, plumbing, structural, mechanical or health or life safety issues as soon as possible, but in no event later than twenty-four (24) hours after discovery

- I. **Special Populations.** The Operator must ensure protocols are in place for serving individuals with Limited English Proficiency, people with disabilities, sex offenders, persons with contagious diseases, and other populations that may require additional services or assistance.

## 8. FUND RAISING

The Operator shall make a good-faith effort to raise the equivalent of at least 10%, either through grants, cash donations or in-kind contributions, of the operating costs as identified by the Contract. Grant and cash funds raised will be used to enhance and or to support the expansion of client services at the CAC, including implementing new programs and resources that can help clients facilitate recovery from homelessness.

Cash and in-kind donations shall be documented and included in the quarterly reports provided to Lead Staff. This documentation will include a detailed expenditure report, supporting documentation and justification.

Reports shall also include information on grants applied for and to whom.

## 9. GENERAL TERMS AND CONDITIONS

A. **Required Reports/Audits.** The Operator will generate quarterly reports. In addition, with 30 days' notice, the Operator shall provide other reports deemed reasonably necessary by Lead Staff. Audits are required as follows:

- i. An annual audit covering the fiscal year(s) in this Contract must be submitted to the Lead within six (6) months of the end of the fiscal year. The annual audit shall specifically cover the implementation of funds used for operations and programs at the Community Assistance Center as separate from any other projects/programs provided by the Operator.
- ii. If the Operator receives \$500,000 or more in federal assistance during its fiscal year, it must comply with 24 C.F.R. Part 45, 24 C.F.R. PART 84.26, and OMB Circular A-133 audit requirements.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable generally accepted accounting practices.

B. **Required Project Record Keeping and Bookkeeping.** The Operator agrees to maintain bookkeeping and client record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for five (5) years from the termination of this Contract. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the Lead Staff. (24 C.F.R PART 84.20 – Standards for Financial Management systems)

- C. **Personal Property.** All personal property purchased by the Operator using funding available through this Contract, with written prior approval of the Lead and with funds obtained pursuant to the Contract, shall be the property of the Lead unless otherwise provided in writing by the Lead. (24 C.F.R. PART 84.31 THROUGH 84.37)
- D. **Budget Changes.** The Operator shall only make changes in the approved and executed budget with Lead approval.
- E. **Purchase of Equipment and Supplies.** The Operator shall only acquire or purchase equipment, supplies or services where the estimated cost is more than \$10,000 after requesting bids from two or more vendors or persons capable of performing the contract, if available. If the estimated cost exceeds \$25,000, requests for bids must be submitted to three or more vendors or persons capable of performing the contract, if available. No lead-based paint is to be purchased or used on any project. Operator will notify Lead prior to purchase. (24 C.F.R. PART 84.31 THROUGH 84.37 and 84.40-84.48)
- F. **Program Income.** If the Operator derives any income as a result of programs provided through the usage of Contract funds, the Operator must identify to the Lead Staff, upon request, the amount of this income on a timely basis. The income will be used for related program services or to reduce the amount requested from the Lead for disbursement. (24 C.F.R. 570.504 AND 24 C.F.R 84.24)
- G. **Disposition of Program Income.** At the end of the fiscal year, Lead may require remittance of all or part of any program income balances (including investments thereof) held by the Operator. (24 C.F.R. 570.504 AND 24 C.F.R 84.24)
- H. **Reversion of Assets.** (24 C.F.R. 570.503(b)(8)) Where Contract funds are distributed pursuant to this Contract, then upon expiration of the Contract, the Operator shall transfer to the Lead any Contract funds on hand at the time of expiration and any accounts receivable attributable to the use of Contract funds.
- I. **Insurance Requirements.** The Lead has established specific insurance requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are outlined in (**ATTACHMENT E**). All of the requirements must be complied with prior to any reimbursement for any program.



- J. **Legal Actions Against Operator.** If any legal action is filed against the Operator, the Operator shall immediately notify Lead staff.
- K. **Indemnification Agreement.** The Operator shall indemnify, defend and hold harmless Lead, (including, where applicable, the City of Sparks and/or Washoe County where funding under the Contract is provided by such entities) its officers, officials, employees, agents, and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, causes of action, attorneys' fees, or expenses of any kind or nature that arise out of, or are in any way related to, in whole or in part, the negligence or misconduct, or acts or omissions, of Operator, its officers, officials, employees, volunteers, agents, contractors and anyone else under the direction or supervision of Operator while performing or failing to perform Operator's duties under this Contract.
- i. In the event of a lawsuit against the Lead (including, where applicable, the City of Sparks and/or Washoe County where funding under the Contract is provided by such entities) arising out of the activities of the Operator, should the Operator be unable to defend the Lead, (and, where applicable, the City of Sparks and/or Washoe County where funding under the Contract is provided by such entities), due to the nature of the allegations involved, if at the lawsuit's conclusion, it is determined that the basis for the action was the negligent acts, errors or omissions of the Operator, then the Operator must reimburse the Lead, its officers, officials, Employees, agents and volunteers, for the reasonable costs of defending such action.
- ii. The indemnity obligations of this Contract shall survive the termination of this Contract and shall be binding upon the parties and the parties' legal representatives, heirs, successors and assigns.
- L. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Operator, and that in the event that the Operator does so assign, the Lead Staff may, at their option, terminate this Contract and be relieved of further obligation to the Operator.
- M. **Federal Procurement Eligibility.** The Operator certifies that a non-federal entity, the Operator and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the

Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services. (24 C.F.R. 84.13 AND 570.609)

N. **Grounds for Reduction of Compensation or Termination of the Contract.** The Lead Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Operator in the event that any one or more of the following has occurred:

- (1) Failure of the Operator to file quarterly reports by the 15th day following the end of each quarter;
- (2) Failure of the Operator to meet 70% of the Contract's program measurable outcomes and/or expend 50% of all Contract funds by the end of the third quarter of the fiscal year;
- (3) Failure of the Operator to meet any standards specified in this Contract;
- (4) Expenditures under this Contract for ineligible activities, services, or items;
- (5) Failure to comply with written notice from Lead Staff of substandard performance in scope of services under the terms of this Contract;
- (6) Failure of the Operator to comply with the State and Federal Accounting Laws;
- (7) Operator employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
- (8) Where applicable, notification by HUD to the Lead Staff that said programs funded by the Community Development Block Grant Funds or Emergency Solutions Grant Funds are deficient and that continued support of the programs would not provide an adequate level of services to low income and minority people;
- (9) Failure of the Lead or the Operator to make a good-faith effort to secure or obtain funding or in-kind contributions from other sources which are needed in combination with the Contract funds provided by the Lead to completely carry out the programs provided in this Contract;
- (10) Where applicable, written notification from HUD or the State of Nevada to the Lead Staff that the program funds made available to the Lead are being curtailed, withdrawn, or otherwise restricted;

- (12) If Operator receives funds from other sources prior to or during the fiscal year to cover costs under this Contract, the Lead Staff reserves the right to reduce the Contract amount; or
- (13) Failure of the Operator to pay debts owed to the Lead or other debts when due.

O. **Personnel.**

- (1) The Operator represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the Lead.
- (2) All of the services required hereunder will be performed by the Operator, and all personnel engaged in the work shall be fully qualified.

P. **Compliance with Laws.** The Operator agrees to follow all federal, state and local laws pertaining to the operation of said programs.

Q. **Funding.** Funding under this Contract is to be used only for eligible and approved activities.

R. **Integration.** This Agreement constitutes the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

S. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.

T. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the Lead as the drafter of this Contract.

## 12. FEDERAL AND NON-FEDERAL GENERAL CONDITIONS

- A. The Operator shall comply with the following laws and directives as they relate to this specific project:
- (1) The National Environmental Policy Act of 1969 as set forth in P.L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58; and
  - (2) Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2; and
  - (3) Title VIII of the Civil Rights Act of 1968, P.L. 90-284; and
  - (4) Section 109 of the Housing and Community Development Act of 1974; and
  - (5) The Fair Housing Act, as amended; and
  - (6) Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135; and
  - (7) Executive Order 11063, as amended; and
  - (8) The Age Discrimination Act of 1975; and
  - (9) Section 504 of the Rehabilitation Act of 1973; and
  - (10) Executive Order 11246, as amended, and the regulations which are issued pursuant thereto; and
  - (11) The Fair Labor Standards Act; and
  - (12) Section 202(a) of the Flood Disaster Protection Act of 1973; and
  - (13) 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988; and
  - (14) Title 1 of the Housing and Community Development Act of 1974, as amended, which requires that the Operator shall:
    - (a) not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and
    - (b) not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
    - (c) provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
  - (15) Financial assistance shall not be used to directly or indirectly employ, award contracts to, or engage the services of any

contractor or subcontractor who is currently debarred or suspended.

- B. None of the personnel employed in the administration of any qualified project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U.S. Code.
- C. Operator shall comply with the requirements of Executive Order 11625, 12432, and 12138 which provides for the utilization of MINORITY BUSINESSES and WOMEN BUSINESS ENTERPRISES in all federally assisted contracts. Operator shall provide, upon annual program completion, records and data on Minority Business Enterprise, Women's Business Enterprise, and affirmative marketing efforts. These records shall contain, but are not limited to, the following:
  - (1) Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities; and
  - (2) Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
  - (3) Data on attempts to affirmatively further fair housing.

The Operator, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the Executive Orders set forth above.

- D. Any uncured material breach of the terms of this section may, in the discretion of the Lead, result in forfeiture of all funds received by the Operator pursuant to this Agreement, or any part thereof.
- E. Operator agrees and shall be required to maintain the program funded pursuant to this agreement in accordance with Housing Quality Standards established by HUD, and local housing code requirements for the duration of this Agreement.

During the performance of this Contract, the Operator must also follow:

**A. Equal Employment Opportunity.**

- (1) The Operator will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Operator's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Operator will take action to ensure

that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefitting from program services/activities.

- (2) Vietnam Veterans. The Operator agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (3) The Operator agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

- B. Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Operator will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When the Operator utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, regulations. If the Operator solicits or requests for invitation for bids, every effort feasible will be made to contact minority organizations for a response to the solicitations or invitations for bidders.
- C. Nondiscrimination in Federally Assisted Programs.** The Operator will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status, or disability.
- D. Hatch Act.** Neither the Operator program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- E. Religious Activities.** In addition to, and not in substitution for, other

provisions of this Contract regarding the provision of essential services and/or the payment of operational costs, the Operator:

- (1) Represents that if it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in connection with such essential services and operation costs:
  - A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
  - B. It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  - C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this Contract.
- F. **Drug-Free Workplace Requirements.** The Operator agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Operator is required to submit an executed copy of the certification prior to the encumbrance of grant funds
- G. **Influence/Lobbying Requirements.** The Operator agrees to conform to the guidelines set forth in the certification regarding Influence/Lobbying Requirements. The Operator is required to submit an executed copy of the certification prior to the encumbrance of Contract funds
- H. **Conflict of Interest.**
  - (1) If the Operator has a City Council person or County Commissioner on its Board of Directors, it will not receive Contract funds unless there is a public disclosure of the conflict and approval from the Lead.
  - (2) The Operator shall prohibit any conflicts of interest as defined in

Section 24 CFR 570.611. This section covers employees, agents, consultants, officers or elected or appointed officials of the Operator and relates to procurement of supplies, equipment and services, as well as acquisition or disposition of property.

- (3) No officer, employee or agent of the Operator shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed under this specific Contract during the period of service of such officer, employee or agent, or for one year thereafter.

**13. MODIFICATION OR REVOCATION OF AGREEMENT**

1. The Lead and Operator will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal statutes or regulations.
2. In the event that any of the funds, for any reason, are terminated or withheld from the Lead or otherwise not forthcoming, the Lead may revoke this Agreement.

**14. JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

**15. AUTHORITY TO ENTER INTO CONTRACT**

The undersigned person signing as an officer on behalf of the Operator, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Operator and to bind the same to this Contract, and, further, that said Operator has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date entered into on the first page hereof.



**VOLUNTEERS OF AMERICA, GREATER SACRAMENTO AND NORTHERN NEVADA**

By: \_\_\_\_\_

Leo McFarland, President

By: \_\_\_\_\_

Chairman of the Board

**CITY OF RENO**

By: \_\_\_\_\_  
Hillary Schieve, Mayor

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_  
Deputy City Attorney

## **Attachment A Scope of Work**

### **A. Service Location**

315 & 335 Record St  
Reno, NV 89512

Overflow Shelter (Address to be determined)

### **B. Operating Staff**

#### **Shelters (Men's, Women's, Family)**

- Division Director .2 FTE
- Program Director .75 FTE
- Operations Manager .5 FTE
- Maintenance Tech 1.0 FTE
- Supervisor – Men's Shelter 1.0 FTE
- Supervisor – Women's Shelter 1.0 FTE
- Supervisor – Family Shelter 1.0 FTE
- 3 Case Managers 3.0 FTE
- Employment Specialist 1 FTE
- Housing Specialist 1 FTE
- 2 Monitors at each shelter – day shift 6.0 FTE plus 2.4 FTE
- 2 Monitors at each shelter – afternoon shift 6.0 FTE plus 2.4 FTE
- 2 Monitors at each shelter – night shift 6.0 FTE plus 2.4 FTE
- 7 Outreach Monitors – 7.0 FTE

#### **Overflow Shelter**

Program Director .25 FTE  
1 Case Manager 1.0 FTE  
3 Overflow Monitors 5.25 FTE

#### **Resource Center**

1 Operations Manager .05 FTE  
1 Lead Staff 1.0 FTE

The Operator will conduct background checks on all employees prior to hire. Based on the results of said background checks, the Lead may deny the hiring of an employee and/or impose additional hiring requirements.

The Operator will ensure all shelter staff members are trained in the following areas:

- CPR/First Aid
- Best practices in ending homelessness
- Diversity and cultural sensitivity
- Working with individuals experiencing mental illness and/or addictions
- Understanding, identifying, and reporting abuse (domestic, child, etc.)
- Children's' issues in family recovery and homelessness
- Ethical standards and professional code of conduct
- Confidentiality
- Boundaries
- Communicable diseases and disease prevention

In-kind Staff

- Washoe County Case Manager (Family Shelter) – 2 FTE
- Washoe County Case Manager (Men's/Women's Shelter) – 1 FTE
- City of Reno Building Maintenance Technician – .8 FTE
- City of Reno CAC Manager .3 FTE

The persons in these positions will work independently but in support of shelter operations.

**C. Occupancy**

Men's Shelter

- 158 adult men

Women's Shelter

- 50 adult women

Family Shelter

- 21 units for families with custody of minor children
- 6 units for pregnant women or women with infants
- Total facility occupancy is 102. Guest room occupancy may not be changed without written consent from the Reno Fire Department.

Overflow Shelter

- 120 Individuals- Subject to building capacity

**D. Services**

### **Men's, Women's, Family**

VOA will provide Community Assistance Center (CAC) shelter operations including a 158 bed Men's Shelter, a 50 bed Women's Shelter, a 27 unit Family Shelter.

Whenever possible, the gateway to CAC shelter for entry for the single population will be through the Overflow Shelter. Intake for families will be conducted by taking an application from the family in order to get them on the shelter waitlist. The intake application can be taken 24 hours a day. Most families self refer but referrals may also come from Reno Police Department, Child Protective Services and the courts. For families who complete an application and have nowhere to go, an emergency motel assistance program is available for up to 7 days.

Each household will be admitted to the appropriate shelter for 30 days and may request to extend their stay for two additional 30-day increments as long as they are actively working on the goals set out in their service plan to resolve issues that are barriers to their entering transitional and/or permanent housing. Every effort is made to move households out of shelter in 60-90 days.

Families residing in the shelters work with Washoe County Social Workers to provide the services. In addition, families in shelter also receive services to assure the children's physical, emotional, and educational needs are met.

Once a client is placed in one of the three shelters, a secondary assessment will be conducted which looks at personal strengths and challenges in the areas of housing, income status, physical, emotional and mental health, addiction, legal, and financial. Based on the assessment, the Case Manager and the client develop an individual service plan which outlines the steps necessary to get the household connected with housing placement assistance and other services and referrals based on the assessment. Shelter households will be required to meet with their Case Manager a minimum of two times each month to ensure that the client is working towards meeting the goals of the individual service plan.

Housing placement assistance will be done through the Housing Specialist employed in the singles shelters. Case Managers will continue to work with the household as well. Case management services will focus on increasing income through public benefits and employment. In some cases, clients may also be working with mainstream providers for health care, addiction and mental health treatment, and other needed services to reduce barriers to housing. The Case Managers act as service coordinator and liaison with other service providers and mainstream agencies to advocate for the service needs of the individual. The Housing Specialist will offer advocacy and assistance in addressing housing barriers such as poor credit history or debt, prior eviction, criminal conviction and conduct ready to rent classes.

The Employment Specialist will provide job related resources such as job training and resume and interview workshops. Job readiness training is available through a 3-5 day series of trainings/workshops prior to being placed or beginning their job search. The training series will provide participants with information and activities to identify career goals, create an employment plan, and receive some one on one life skills coaching. The training/workshop process will include group and one on one services.

Two nutritionally balanced meals, breakfast and dinner, and various snack items are provided daily. Breakfast meals are provided through the Reno-Sparks Gospel Mission. The Reno-Sparks Gospel Mission collaborates with VOA to provide the nightly dinners. All shelter households may make use of the St. Vincent's Dining Room for their lunchtime meals.

All three shelters offer Day Rooms with television, books, puzzles, and games for households to use. A computer and telephone are available to households who have business needs. Assistance with transportation can be provided via an agency van or public transportation for those households who need it. All necessary hygiene/personal care products are provided to households through donations from area stores and private donors. Laundry services are provided to each resident on an assigned day including bed linen, bath linen, and personal clothing. Shelters also provide storage of personal items for clients. Shelter resident also have full access to The Resource Center for telephones, computers, voicemail service and mail service.

The Operator shall ensure processes are in place to allow clients access to showers and laundry. Non-shelter clients shall be allowed access to showers and laundry during regularly scheduled hours. Laundry facilities and equipment will be maintained in working condition and will be fixed, when broken, within a reasonable time frame.

### **Overflow Shelter**

The Shelter will provided 100 beds with 20 beds for qualified veterans.

The Overflow Shelter will be open seven days a week from 7 p.m. until 6 a.m. Men and women who are interested in the Overflow Shelter must come to CAC starting at 2:00 p.m. until full and get their names on the shelter list.

The clients at the Overflow Shelter will be provided a morning meal as well as a dinner meal. Buses will transport the clients to/from the CAC to the Overflow Shelter at specified times. Overflow clients will store their belongings in a locked and secured POD on the grounds of the CAC.

Overflow will serve as a triage center and gateway to CAC shelter for entry for the single population whenever possible. The Overflow will provide coordinated assessment

which will enable clients to be triaged and accessed for the most appropriate services in the existing homeless continuum. VOA-NCNN will utilize the VI-SPDAT as the assessment tool. This process will inform the Case Manager and help identify the needs of the individual client. A short term plan will be developed which will outline the necessary steps to get the client connected with the appropriate services.

### **Site Monitoring**

VOA-NCNN will employ Shift Monitors inside the shelters and Outreach Monitors outside to ensure the safety of all clients, staff, volunteers and other community members at all times. The Shift Monitors and Outreach Monitors are present 24 hours/day and 365 days per year. Each CAC shelter has a minimum of two shift monitors on at all times. In addition to the shift monitors, the outreach monitors are available when additional assistance is needed indoors. During daytime and early evening hours additional staff members such as the supervisors and case managers are present on campus.

### **Program Measurable Outputs/Outcomes**

The specific performance outcomes to be met by the VOA-NCNN are as follows:

- Serve 1,100 men; 250 women; and 60 families
- 90% of clients who enter the Overflow Shelter will undergo VI-SPDAT assessment
- 90% of households who enter all shelters will undergo Housing, Resource, and Support Services Assessment
- 100% of clients who enter any CAC shelter will undergo intake
- 75% of households will be referred to appropriate mainstream services
- 60% of the households who are referred to services will access services for which they are referred
- 60% of households will exit to the appropriate housing
- 25% of households will exit with employment income

**ATTACHMENT B**  
**ANNUAL OPERATING BUDGET (FY 2016-17)**

Men's/Women's/Family Shelter	
Salary and Benefits	\$1,555,811
Support Costs	\$414,104
Administrative Allocation	\$196,991
Total Shelters	<b>\$2,166,906</b>
Resource Center	
Salary and Benefits	\$37,973
Support Costs	\$29,300
Administrative Allocation	\$6,727
Total Resource Center	<b>\$74,003</b>
Overflow	
Salary and Benefits	\$231,083
Support Costs	\$171,600
Administrative Allocation	\$40,268
Total Overflow	<b>\$442,951</b>
<b>TOTAL FOR ALL SHELTER OPERATIONS FOR FY 2016-17</b>	<b>\$2,683,860</b>



## **Attachment C**

### **Veterans Emergency Housing Contract Scope of Work**

#### **Emergency Contract Housing**

1. A beneficiary may be provided an emergency housing bed at the expense of VA for a period not in excess of 90 days. Additional extensions may be granted, if extenuating circumstances exist, but not to exceed six months. Extensions will require justification and approval from the COTR, subject to the availability of funds.
  - 1.1 All veterans must be eligible and registered for VA services to qualify for per diem.
  - 1.2 Veterans will be provided with basic case management services including referrals to appropriate community-based programs as determined by the case manager in collaboration with Health Care for Homeless Veterans staff.
  - 1.3 VA homeless staff must be notified and veterans must be interviewed within 72 hours of admission to be certified.
  - 1.4 Notices of discharges from the program must be made within 24 hours and discharge forms completed.
2. Upon acceptance of a VA patient in emergency housing, the Contractor shall furnish all services herein described, at the per diem rate specified. VA is obligated only to the extent authorized placements of patients are made under this contract.
3. The type of patients to be cared for under this contract will require care and services above the level of room and board.
4. VA defines Emergency Housing as the first step in the Continuum of Care which provides immediate alternatives to the street. The community based residence is safe, monitored, and provides residential capacity of five beds for immediate placement with the option to fill up to twenty beds as available or needed. Many of these veterans have co-morbid conditions that include mental illnesses, substance abuse disorders, and/or medical conditions.
5. This contract is designed to serve homeless veterans in need of immediate placement and/or emergency housing in a safe environment. The facility utilized for homeless veterans shall meet the standards listed below for the level of care to be provided.
6. Facility shall meet all City, State and Federal requirements concerning licensing and health codes.
7. Contractor shall be required to return, with a copy of the signed solicitation, a copy of facility occupancy permit, license from the State of Federal authority and a copy of current insurance certificate.
8. Level of Care. One level of care for homeless veterans will be provided that shall include:
  - 8.1 The contractor will collaborate with Health Care for Homeless Veterans staff, who will conduct treatment and discharge planning reflecting a team assessment of health, social and vocational needs and

the involvement of residents' families and appropriate community resources in resolving problems and setting goals.

**8.2** Access to Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) and other available rehabilitative programs.

**8.3** Supportive personal care

**8.4** Assistance with transportation to facilitate keeping of medical, substance abuse and mental health appointments at the VA Sierra Nevada HCS/Plumas and the new Health Care for Homeless Veterans site.

**9.** Dietetic services. Dietary needs shall be met in accordance with sound dietary practice.

**9.1** Provision of at least two (2) nutritionally adequate meals a day, 7 days a week and availability of nutritious snacks between meals and bedtime for those requiring or desiring additional food, when it is not medically contraindicated.

**9.2** Food shall be prepared, served and stored under sanitary conditions.

**9.3** Sanitary procedures shall be established and maintained for washing dishes, cleaning equipment and work areas, and for proper waste disposal.

**10.** Records and reports. An individual client record shall be maintained on each veteran admitted under this contract.

**10.1** Data relating to the resident's admission.

**10.2** The contractor shall make available to VA, documentary information deemed necessary by VA to conduct utilization review audits for the mandated national evaluation study as required by section 2 of Public Law 100-6; to verify quality of patient care for veterans, assure confidentiality of patient care for veterans, assure confidentiality of patient record information, and determine the completeness and accuracy of financial records.

**10.3** Final summaries on each resident who leaves the program, to include reasons for leaving, the resident's future plans, and follow-up locator information.

**10.4** All case records shall be secured and confidential. Records will be made available on a need-to-know basis to appropriate VA staff members involved with the treatment program of the veterans concerned.

**10.5** Period reports shall be provided to VA (i.e. fiscal accountability) as required.

**11.** Drugs and Narcotics. Appropriate locked drawers for storage of medication will be provided.

**12.** Fire, safety and sanitation practices. Both residential and ambulatory care facilities shall conform to the standards of the Life Safety Code, National Fire Protection Association #101, in effect on the date of contract award. Facility shall also conform to the fire and safety code imposed by the State which adequately protects residents.

Shaner Operations

Read: \_\_\_\_\_  
Initial

13. Staffing. Facility shall maintain sufficient staff in numbers and position qualifications to carry out the policies, responsibilities and programs of the facility.

13.1 At a minimum, there must be a full-time administrative staff member or a staff designee on duty on the premises or residing at the facility and available for emergencies 24 hours a day, 7 days a week.

14. Charges and payments.

14.1 Payments made by VA under this contract shall constitute the **TOTAL** cost of care and housing of the homeless veterans.

14.2 Contractor agrees that **NO** additional charges will be billed to the veteran or his family, either by the Contractor or any third party furnishing services or supplies required for such care, unless and until specific prior authorization, in writing, is obtained from VA facility authorized placement.

14.3 It is impossible to determine the exact or estimated amount which will be expended under this contract. It is understood that no obligation will be incurred by the Department of Veterans Affairs under this contract until authorization are issued by the Homeless Coordinator or designee for transitional living for specific beneficiaries. The VA agrees to make payment on a timely basis for services rendered in accordance with such authorization upon receipt of billings submitted by the transitional living center at the completion of each month's services.

14.4 If a beneficiary is admitted to or discharged from the program on the same calendar day, payment will not be authorized.

14.5 Invoices shall be submitted to VA facility authorizing admission of the veteran by the fifteenth calendar day following the end of the month in which services were rendered.

14.6 In order to ensure payments are made promptly, all invoices shall include the full name and address of the contracted facility and shall include the full name of patient, social security number, number of days billed and the daily per diem rate.

15. Inspection. The Department of Veterans Affairs Inspection Team is required to conduct an inspection every two years, not more than sixty (60) days prior to contract renewal date. The inspection team shall consist of VA Contracting Officer's Technical Representative as well as representatives from Psychology Service, Social Work Service, Dietetic Service and a Safety Manager.

16. Term of Contract. This contract is effective for one year from date of award and contains the provision for four one-year options.

**Attachment D**  
Veterans Emergency Housing Contract Response  
Provided to Veterans Administration 8/2010

Facilities:

- A nightly bed will be provided in the designated “Veterans Room” in the Men’s Shelter, the general bunk room in the Women’s Shelter, and an apartment in the Family Shelter.
- Three (3) daily meals will be provided in the following manner:
  - Breakfast will consist of the option of obtaining food/beverage through the Reno-Sparks Gospel Mission (RSGM) in the Community Assistance Center (CAC) Parking Lot and/or obtaining cereal, fruit, and other nutritious snacks from the corresponding Shelter. The snacks will be purchased by Volunteers or America Staff and/or City of Reno Staff.
  - Lunch will be provided daily at St. Vincent’s Dining Hall Monday-Saturday. Menu changes daily. Sunday lunches will be purchased by VOA or City of Reno Staff.
  - Dinner will be provided nightly by the RSGM. Meals are delivered to the Men’s Shelter. The Women’s Shelter clients obtain their dinner at the RSGM dining area. The Family Shelter can obtain some food from the Family Shelter but residents are encouraged to obtain Food Stamps for their household.
  - Snacks will be available to the Veterans and may include granola bars, fruit, dried fruit (like raisins), bread, peanut butter, crackers, etc. These snacks will be purchased by VOA and/or the City of Reno.
- Laundry service will be provided for free to Veterans in each of the facilities. They can use the on site washer and drier but are responsible for monitoring their own clothing.
- Medication for all Contract Bed Clients will be placed in a locked cabinet. A medication log will be kept on each client to be filled out by the staff and the client. Staff will not be dispensing medication but will ensure the cabinet is available to the Veterans at certain times of the day and will ensure that the Veteran is only taking their own medication and not someone else’s. Staff will rely on client self-disclosure for locking up medication as well as obtaining a list from the VA Case Manager upon assignment.
- Each Veteran will be assigned a locker to place personal property into.
- Facility will be staffed by a minimum of two (2) staff per shift with 24 hour coverage. Facility Manager and/or VOA Director will be available by telephone when needed.
- Client records will be kept confidential and will remain locked up when not in use. Veteran will sign release of information for the VA, VOA, and City of Reno to communicate upon entry into the shelter. Veteran will sign any additional releases of information for both VOA and the VA prior to releasing information. Veterans are eligible to use the messaging service available at the Resource Center to obtain mail and phone messages but they can also receive both at the Shelter as well. Phone messages delivered to the shelter will be placed on the bulletin board in the Veteran Room.

- City of Reno will conduct evacuation tests for all shelters on a scheduled basis. Each Shelter will provide a copy of their emergency evacuation routes near all exits.
- Each Veteran will be provided a sign in/sign out log to document their stay in the shelter as well as their daily destinations. In addition, each Veteran will be provided a log to document their appointments and any steps they have taken to obtain self-sufficiency and/or to reach their goals.

Services:

- Upon entry into the Shelter, Veteran will be required to meet with a case manager within the first week. At the initial meeting, the case manager and client will discuss a plan for follow up meetings as well and ensuring Veteran will be meeting with a VA Case Manager.
- Case Manager will conduct a social history on the Veteran to determine their housing and homeless history, social supports and employment/disability details. Case Manager will assist client in setting goals and ensuring client can access resources to meet those goals such as referring them to the Resource Center for the Employment Workshop and resume assistance, AA groups, to apply for food stamps, and to access other outreach services such as those provided by the Disability Action Advocates.
- Case Manager will work collaboratively with the VA Case Manager to ensure the client has a transition plan out of the shelter. Case Manager can provide housing information to the Veteran as well as provide financial assistance for a housing application fee and/or deposits. Case Manager will also refer clients wanting more information on housing to the Resource Center to access housing binders, resource lists, and to potentially apply for the Homeless Prevention Rapid Re-Housing Program (HPRP).
- Case Manager will work collaboratively with VA Case Manager to assist client in need of drug/alcohol services, medical, and/or mental health services to obtain access to the appropriate VA Hospital Program or other appropriate community programs.
- Case Manager will keep a client file which will contain the reason for the VA Contract Bed Referral, a social history, case notes, pertinent information provided by the VA Hospital and VA Case Manager such as VASH application, medication list, and appointments, and discharge information such as where the client moved to, the circumstances for being discharged, emergency contact information, etc. The client file will also contain the initial intake paperwork, releases of information, sign in/out logs (once completed/full), and medication logs (once completed/full).

**Attachment E**  
**INSURANCE SCHEDULE.**

Unless expressly waived in writing by the City of Reno, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Department/ of the City, and
- 2) The City has approved the insurance policies provided by the Contractor.

**Insurance Coverage:**

The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the City of the completion of this Contract; or
2. Such time as the insurance is no longer required by the City under the terms of this Contract.

Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
- 3) If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 4) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting City department/ a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

**Commercial General Liability Insurance**

1) Minimum Limits required:

**\$1,000,000** General Aggregate

**\$1,000,000** Products & Completed Operations Aggregate

**\$1,000,000** Personal and Advertising Injury

**\$1,000,000** Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: **\$1,000,000** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

- 3) The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

### **Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

#### **General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Reno and its officers and employees*** shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Manager for the City.
- d. **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, c/o Contracting Department/, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
- e. **Approved Insurer:** Each insurance policy shall be:
  - i. Issued by insurance companies authorized to do business in the state of Nevada or eligible surplus lines insurers acceptable to the City and having agents in Nevada upon whom service of process may be made, and
  - ii. Currently rated by A.M. Best as "A- VII" or better.

#### **Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting City Department/:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverage required of Contractor.
- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per **General Requirements**, above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

**Review and Approval:** Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.