

Amendment #5  
CITY OF RENO, NEVADA  
CONTRACT FOR SHELTER OPERATIONS  
July 1, 2016 – June 30, 2022

This Amendment #5 amends the contract for shelter operations effective July 1, 2016. All other terms remain in full force and effect with the exception of the following (amended new language is underlined):

**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 Washoe County as the lead entity effective September 1, 2021 through June 30, 2022 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.

**AND:**

**Replace the following:**

**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.

**With:**

**1. DEFINITION OF TERMS**

- A. **The Lead Staff:** The Lead Staff consists of those persons working for Washoe County to implement the Cooperative Agreement as identified above.

**AND:**

**Replace the following:**

**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

**With:**

**2. NOTICES**

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

**LEAD**

Washoe County  
Dana Searcy  
Manager, Housing and Homeless Services  
1001 East 9<sup>th</sup> Street  
Reno, Nevada 89512  
Phone: (775)339-2005  
Fax: (775)328-2491

**OPERATOR**

Volunteers of America  
Leo McFarland  
President and CEO  
3134 Marconi Ave.  
Sacramento, CA 95821  
(916) 265-3972 Office  
(916) 730-0226 Direct

**AND:**

**Replace the following:**

**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.

**With:**

#### **4. TERM**

This Contract is for a term of six years, commencing July 1, 2016, and terminating June 30, 2022, 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 Washoe County Board of County Commissioners and/or federal sources. This Contract may be terminated by either party prior to the date set forth in this Section provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired

The continuation of this Contract beyond June 30, 2022, for successive fiscal years is additionally contingent upon Washoe County's continued authority to act as Lead in any such successive fiscal year, as such authority is designated by the Cooperative Agreement.

**AND:**

**Replace the following:**

#### **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.

**With:**

#### **5. COMPENSATION**

The annual operating budget for this Contract is set forth on ATTACHMENT B hereto, and Operator shall be reimbursed within sixty (60) days of required documents being provided to Washoe County in an amount not to exceed \$6,783,767.64. Line-item expenses may be adjusted upon approval of Lead Staff.

**AND:**

**Replace the following:**

**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, timecards, 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.

**With:**

**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 September 1, 2021, through June 30, 2022 shall not exceed \$6,783,767.64 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, timecards, 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 the City of Reno. The Operator is

advised that processing payments may require up to sixty (60) days from the date of submission. Insufficient documentation or inadequate back-up may delay timely processing.

**AND:**

**Replace the following:**

**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 within 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

**With:**

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 Washoe County, 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 within 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 Washoe County 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 Washoe County 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

**AND:**

**Replace the following:**

**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.

**With:**

**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 EE). All of the requirements must be complied with prior to any reimbursement for any program.

**AND:**

**Replace the following:**

**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.

**With:**

K. **Indemnification Agreement.** The Operator shall indemnify, defend and hold harmless Lead, (including, where applicable, the City of Sparks and/or City of Reno 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 City of Reno 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 City of Reno 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.

iii. Lead will not waive and intends to assert available defenses and liability limitations set forth in Chapter 41 of the Nevada Revised Statues. Contract liability of both parties shall not be subject to exemplary or punitive damages.

**AND:**

**Attachment A - SCOPE OF WORK,** will be amended to:

**Replace the following:**

**C. Occupancy**

Men's Shelter

- Up to 500 adult men

**Men's Shelter**



VOA will provide Men's Shelter operations for up to 500 number of men.

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**With:**

**C. Occupancy**

Emergency Shelter

- Up to 700 adults

**Emergency Shelter**

VOA will provide emergency shelter operations for up to 700 adults including accompanying and approved pets.

AFFIRMATION OF NO OTHER AGREEMENT OR AMENDMENT, the Parties affirm all other terms and provisions of the ORIGINAL Agreement that are not specifically modified by AMENDMENT #1, AMENDMENT #2, AMENDMENT #3, AMENDMENT #4 and this AMENDMENT #5 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #5 to be duly executed and effective as of the date defined above.

SIGNATURES

OPERATOR: Volunteers of America, Greater Sacramento, and Northern Nevada

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY: Washoe County, NV

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT EE  
INSURANCE SCHEDULE.**

Unless expressly waived in writing by Washoe County (County), Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County 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 County, and
- 2) The County 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 County, 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 County of the completion of this Contract; or
2. Such time as the insurance is no longer required by the County under the terms of this Contract.

Any insurance or self-insurance available to the County 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 County, Contractor shall provide the County 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 County 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 County 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, ***Washoe County 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 County. 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 County.
- 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 County, c/o Contracting Department/, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or

materially altered and shall provide those 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 County 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 County Department/:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the County 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 County to evidence the endorsement of the County 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 County prior to the commencement of work by Contractor. Neither approval by the County 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 County or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.