

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between Washoe County, Nevada
Acting by and through its

Public Entity #1:	Nevada Department of Veterans Services
Address:	9400 Gateway Dr. Suite A
City, State, Zip Code:	Reno, NV 89521
Contact:	Joseph Theile
Phone:	775-825-9752
Fax:	
Email:	TheileJ@veterans.nv.gov

Public Entity #2:	Washoe County Human Services Agency
Address:	350 S. Center Street
City, State, Zip Code:	Reno, NV 89502
Contact:	Pamela Mann
Phone:	775-785-8600
Fax:	
Email:	PMann@washoecounty.gov

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in **Section 4, Termination.**

Effective From:	October 1, 2026	To:	September 30, 2027
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This contract may be renewed for up to four (4) additional one (1) year terms upon mutual assent of the parties.

3. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in **Section 3, Contract Term**, provided that a termination shall not be effective until **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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$0.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

8. **INSPECTION & AUDIT**

A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.

10. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

11. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
12. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
15. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
16. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
17. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
18. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
19. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
20. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the

Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
22. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in Washoe County, Nevada for enforcement of this Contract.
23. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.
24. **INSURANCE.** Each party shall, at its own expense, maintain during the term of this Agreement insurance or a program of self-insurance sufficient to cover its respective liabilities and obligations arising from this Agreement, including, as applicable, workers' compensation, general liability, automobile liability, and property coverage.

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

Public Entity #1 Authorized Signature

Date

Title

Public Entity #2 Authorized Signature

Date

Title

Attachment A - Scope of Work and Deliverables - Veterans Service Officer

Description of services, scope of work, and deliverables.

1. Scope of Work

Program Description: This project will provide comprehensive veteran benefits screenings and assistance with applications.

The program will ensure that 270 veterans receive personalized support to access the benefits they are entitled to. This initiative will focus on guiding veterans through the complex processes of filing compensation, healthcare, and survivor benefits. Public Entity #1 is to:

- Provide personalized assistance with applications and appeals for veterans' benefits.
- Target 270 veterans to receive benefit screenings and application support throughout the grant period.
- Public Entity #1 will have case management staff present at all bi-weekly Washoe County Veterans and Street Outreach case conferencing meetings. Street outreach meetings must be attended in person. Staff attending must have active HMIS user accounts and be able to share updates on any active clients who are homeless.
- Public Entity #1 will enter all homeless client data into the Homeless Management Information System (HMIS). All data entry must be timely and program types must be used per current Continuum of Care (CoC) policy and per the request of the CoC Coordinator.

2. Public Entity #1 Required Deliverables and/or Outcomes

Goal	Objective	Outputs	Outcomes	Metrics Used
Goal #1: Improve access to Veteran benefits.	Aid at least 270 veterans in applying for and appealing Veteran benefits claims.	270 Veterans will receive personalized benefits assistance through the VSO at Public Entity #1.	At least 202 (75%) of Veterans served by VSO will successfully secure benefits or make significant progress in their appeals process.	Number of Veterans served by VSOs (tracked monthly). Percentage of Veterans with successful benefits claims or appeals (tracked quarterly).

3. Consideration

Nevada Department of Veterans Services, Public Entity #1, will:

1. Provide two (2) Veterans Service Officers (VSO) who will provide the services as described under the Scope of Work

Washoe County, Public Entity #2, will:

1. Cover the cost of two (2) HMIS licenses for use by Veterans Service Officers
2. Provide space utilization for the Veterans Service Officers at the Cares Campus Resource Center and Washoe County Senior Center

Attachment B – Additional Terms and Conditions

The following additional terms and conditions apply to the services described in Attachment A. Capitalized terms not defined in this Attachment have the meanings assigned to them in the Contract.

1. **Collaboration.** Public Entity #1 shall collaborate with Washoe County, Public Entity #2, and with other participating agencies and service providers, as appropriate, to carry out the activities, objectives, deliverables, and outcomes described in Attachment A.
2. **No Transfer of Funds.** No funds will be provided by Washoe County to Public Entity #1 under this Contract, and neither party is entitled to payment or reimbursement from the other. Except as specified in Attachment A, each party shall be responsible for its own personnel, administrative, operational, and other costs incurred in performing its obligations under the Contract, unless the parties expressly agree otherwise through a written amendment.
3. **Program Records.** Public Entity #1 entities shall maintain complete and accurate records sufficient to document its performance of the activities and deliverables described in Attachment A. As applicable, these records shall include client eligibility documentation, services provided, participation data, progress toward required outcomes, and supporting program documentation. Records shall be retained for the period required by the Contract and applicable law and shall be made available to Washoe County for review to the extent permitted by applicable confidentiality and privacy requirements.
4. **Homeless Management Information System.** Public Entity #1 shall timely enter information regarding clients experiencing homelessness into the County's Homeless Management Information System (HMIS) as required by Attachment A and current Continuum of Care policies. Required entries may include demographic information, enrollment and exit information, income and benefit changes, services provided, and exit destination. Washoe County shall ensure that personnel responsible for HMIS entry maintain any required user access and training.
5. **Confidentiality and Privacy.** Each party shall collect, maintain, use, and transmit personal and confidential information in compliance with applicable local, state, and federal confidentiality and privacy requirements. Each party shall use reasonable administrative, technical, and physical safeguards to protect such information. A party subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall comply with all applicable HIPAA privacy and security requirements. Nothing in this Attachment requires a party to disclose information when disclosure is prohibited by law.
6. **Conflicts of Interest.** Each party shall promptly disclose to the other party any actual or potential conflict of interest that may affect its performance under the Contract. The parties shall cooperate in good faith to resolve any disclosed conflict in a manner consistent with applicable law and the public interest.
7. **Qualified Personnel and Legal Compliance.** Each party shall ensure that personnel performing its obligations under the Contract are appropriately qualified and, when required, licensed or certified. Each party shall perform its obligations in compliance with applicable federal, state, and local laws, regulations, professional standards, and program requirements.
8. **Program Reporting.** Public Entity #1 shall submit quarterly program progress reports to Washoe County on or before the tenth day of the month following the end of each quarter and a final program report within fifteen calendar days after the end of the Contract term. Reports shall summarize activities performed, the number and characteristics of individuals served, progress toward the deliverables and outcomes in Attachment A, material challenges or delays, and any corrective actions taken or proposed. No financial report or reimbursement request is required.

9. Program Monitoring. Washoe County may monitor performance through its review of program reports and relevant program records and through reasonable meetings, desk reviews, or site visits. Monitoring shall be limited to determining whether the activities, deliverables, and outcomes described in Attachment A are being completed and whether the parties are complying with applicable program requirements. The parties shall cooperate in identifying and addressing material performance concerns.