

## City of Carson City Agenda Report

**Date Submitted:** May 24, 2011

**Agenda Date Requested:** June 2, 2011

**Time Requested:** 15 minutes

**To:** Mayor and Board of Supervisors

**From:** Public Works – Planning Division

**Subject Title:** Action to adopt a resolution approving an amended interlocal agreement between the Western Nevada HOME Consortium (WNHC), Carson City, and other member entities for FY 2012-2014. (Lee Plemel)

**Summary:** The interlocal agreement for the WNHC has been amended for FY 2012-2014 to assign Carson City as the lead agency and with other members to include the Counties of Churchill, Douglas, Humboldt, Lander, Mineral, Pershing, and Storey; and the Cities of Fernley, Fallon, Lovelock and Winnemucca.

**Type of Action Requested:**

Resolution  
 Formal Action/Motion

Ordinance  
 Other (Specify)

**Does This Action Require A Business Impact Statement:** (\_\_\_) Yes (X\_) No

**Recommended Board Action:** I move to adopt Resolution No. \_\_\_\_\_, a resolution in support of an amended interlocal agreement between the Western Nevada HOME Consortium, Carson City, and other member entities for fiscal years 2012-2014.

**Explanation for Recommended Board Action:** See attached staff memo.

**Applicable Statue, Code, Policy, Rule or Regulation:** N/A

**Fiscal Impact:** Acceptance of fiscal responsibility for WNHC investments; 10% of the allocated HOME funds may be used for administration of programs. Approximately \$536,127 in HOME funds is anticipated to be allocated to the Consortium for FY 2012.

**Explanation of Impact:**

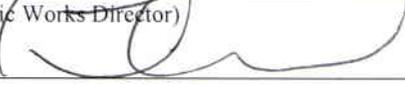
**Funding Source:** HOME funds

**Alternatives:** Do not approve the amended WNHC interlocal agreement.

**Supporting Material:**

- 1) Resolution
- 2) Interlocal agreement
- 3) Staff memo

**Prepared By:** Janice Brod, Management Assistant V

**Reviewed By:**  Date: 5-24-11  
(Planning Division Director)  
 Date: 5-24-11  
(Public Works Director)  
 Date: 5/24/11  
(City Manager)  
 Date: 5/24/11  
(District Attorney's Office)

**Board Action Taken:**

		Aye/Nay
Motion: _____	1) _____	_____
	2) _____	_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

RESOLUTION NO. 2011-R-

A RESOLUTION APPROVING AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE WESTERN NEVADA HOME CONSORTIUM (WNHC), CARSON CITY, AND OTHER MEMBER ENTITIES FOR FY 2012-2014.

**WHEREAS**, the Western Nevada HOME Consortium has created an Interlocal Agreement between the WNHC and the Counties of Churchill, Douglas, Humboldt, Lander, Mineral, Pershing, and Store; and the Cities of Fernley, Fallon, Lovelock and Winnemucca for FY 2012-2014; and

**WHEREAS**, the Interlocal Agreement sets forth guidelines for the purpose of administering affordable housing programs and receiving and expending HOME funds for activities eligible under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, the latter to include, but not limited to, acquiring, rehabilitating, constructing affordable housing and providing tenant-based rental assistance.; and

**WHEREAS**, CARSON CITY shall act as the Lead Agency of the CONSORTIUM and shall act as the representative member of the CONSORTIUM for purposes of the ACT and shall have overall responsibility for fund management and program compliance; and

**WHEREAS**, This Agreement shall take effect July 1, 2011 and shall continue in full force and effect until all activities funded from federal fiscal years during which the CONSORTIUM drew down funds shall have been completed, or a minimum of three (3) years, whichever is longer. Parties who failed to become signatories within the timeframes specified by the U.S. Department of Housing and Urban Development shall not be a bound by this agreement,

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors determines that the Interlocal Agreement between the WNHC and it's member entities be approved.





## Carson City Planning Division

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### MEMORANDUM

Board of Supervisors Meeting of June 2, 2011

**FROM:** Lee Plemel, Planning Director  
Janice Brod, Management Assistant/CDBG Coordinator

**DATE:** May 25, 2011

**SUBJECT:** **Western Nevada HOME Consortium Interlocal Agreement (WNHC)**

In order for the WNHC to renew its qualification period and amend its consortium agreements they must provide the U.S. Department of Housing and Urban Development (HUD) with a legally binding consortium cooperation agreement by June 30, 2011. This agreement, also known as an Interlocal Agreement, must be executed by all the members of the consortium and include the following provisions and attachments:

1. Program activity
2. Representative appointment
3. Representative responsibilities
4. Fair housing
5. Term
6. Automatic renewal
7. Program year
8. Authority to amend agreement
9. Signatures
10. Attachment-Resolutions

In addition to the consortium agreement, the consortium must submit a legal opinion in which the lead entity's counsel cites applicable law to conclude that the terms and provisions of the agreement are fully authorized under state and local law. The legal opinion shall also state that the agreement provides full legal authority for the consortium to undertake or assist in undertaking housing activities for the HOME program.

HUD will approve all consortium agreements by August 1<sup>st</sup> and send these documents to the Office of Affordable Housing Programs (OAHP). By September 10 HUD field offices must confirm the accuracy of the participating entities with the OAHP so that changes can be reflected in the next year's allocation of HOME funds.

## **INTERLOCAL AGREEMENT**

### **WESTERN NEVADA HOME CONSORTIUM**

THIS AGREEMENT amends and supersedes the Interlocal Agreement by and between the Counties of CHURCHILL, DOUGLAS, HUMBOLDT, LANDER, MINERAL, PERSHING, and STOREY; the Consolidated City/County of CARSON CITY; and the Cities of FERNLEY, FALLON, LOVELOCK AND WINNEMUCCA, all political subdivisions of the State of Nevada, hereinafter referred as “COUNTY” or “COUNTIES”, “CITY” or “CITIES”.

WITNESSETH:

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990, the federal regulations have been adopted pursuant thereto, hereinafter called the “ACT”, and,

WHEREAS, Title II of the ACT creates the HOME Investment in Affordable Housing Program, hereinafter called “HOME”, providing funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing, and tenant-based rental assistance; and,

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties, States, and consortia of local governments; and,

WHEREAS, the ACT allows local governments to form consortia to receive and administer HOME funds and requires that a consortium shall have one(l) member unit of general local government authorized to act in a representative capacity for all consortium members for purposes of the ACT, and to assume overall responsibility for the ACT; and,

WHEREAS, the ACT requires governments to formulate a “CONSOLIDATED PLAN” as part of the eligibility requirements for receiving and expending HOME funds; and,

WHEREAS, the State of Nevada allocates HOME funds and Low-Income Housing Trust funds to state recipients; and,

WHEREAS, CARSON CITY, has offered to be Lead Agency for the CONSORTIUM.

NOW, THEREFORE, in consideration of the promises, covenants and undertakings hereinafter set forth, the parties hereto agree as follows:

#### **ARTICLE 1. CONSORTIUM FORMATION AND ORGANIZATION:**

- 1.1 CITIES and COUNTIES will cooperate in the formation and organization of the WESTERN NEVADA HOME CONSORTIUM consisting of Carson City/County, and Churchill, Douglas, Humboldt, Lander, Mineral, Pershing and Storey Counties, and the Cities of Fallon, Lovelock, Fernley, and Winnemucca (hereinafter referred to as “CONSORTIUM”) for the purpose of administering affordable housing programs and receiving and expending HOME funds for activities eligible under Title II of the ACT, the latter to include, but not

limited to, acquiring, rehabilitating, constructing affordable housing and providing tenant-based rental assistance.

- 1.2 An Advisory Council for the CONSORTIUM shall be organized, composed of the City Managers or the Mayors of each member CITY or their designee, and the County Managers or County Board Chairpersons of each member COUNTY or their designee to recommend policies and procedures for adoption by CONSORTIUM member CITIES and COUNTIES; establish project priorities; and to review and approve CONSORTIUM activities.

#### ARTICLE 2. ROLES AND DECISION-MAKING PROCESS:

- 2.1 CARSON CITY shall act as the Lead Agency of the CONSORTIUM and shall act as the representative member of the CONSORTIUM for purposes of the ACT and shall have overall responsibility for fund management and program compliance.
- 2.2 CARSON CITY shall administer the CONSORTIUM in accordance with the policies, and projects determined by the Advisory Council, ensuring compliance with HOME and CONSOLIDATED PLAN requirements, and shall provide effective leadership, support, and management of the CONSORTIUM'S required functions.

#### ARTICLE 3. PROGRAMS AND REPORTS:

- 3.1 Although CARSON CITY as Lead Agency are responsible for developing a HUD-approved CONSOLIDATED PLAN, all CONSORTIUM members shall actively, and in a timely fashion, participate in the development, updated and final approval of the Plan.
- 3.2 The Lead Agency or its contractor shall prepare such reports as are required by the U.S. Department of Housing and Urban Development (HUD), and submit the same to HUD and other CONSORTIUM members.
- 3.3 The CITIES and COUNTIES agree that State of Nevada HOME funds and Low- Income Housing Trust Funds that would otherwise be available to individual jurisdictions comprising the CONSORTIUM are, by the Agreement, authorized to be administered directly by the CONSORTIUM subject to agreement with the State of Nevada; and that CARSON CITY, as Lead Agency shall administer those funds using the same mechanism established for the Consortium's HOME funds. All parties hereto agree to conform to all policies, regulations, and statues of the State of Nevada governing such funds.

#### ARTICLE 4. CONSORTIUM OPERATIONS:

- 4.1 To carry out activities under this Agreement, a portion of all HOME funds received under the ACT shall be allocated in accordance with a formula approved by the Advisory Council.
- 4.2 The allocation formula adopted by the Advisory Council may include, but is not limited to:
  - a. An allocation based on population;

- b. An allocation of all or part of the total CONSORTIUM funds to CONSORTIUM members for the purpose of maximum utilization of HOME funds on a rotation basis, anticipating that providing substantial sums will result in meaningful housing projects rather than fragmented small amounts.
  - c. Unused allocations revert back to the CONSORTIUM for reallocation to other CONSORTIUM members.
- 4.3 Funds may be reallocated to meet HOME requirements to accordance with objectives and strategies as determined by the CONSORTIUM.
- 4.4 CONSORTIUM members agree to further fair housing affirmatively in their respective area and shall provide CARSON CITY, as Lead Agency with all information concerning their respective areas and the housing activities each member carried out under this Agreement as required to ensure program compliance.
- 4.5 CONSORTIUM members agree to make available all records concerning the activities carried out under the ACT and implemented by the Agreement upon request and for inspection by the CARSON CITY or appropriate Federal or State authorities.
- 4.6 CONSORTIUM members agree that liability for repayment of HOME funds due to a failed project will be allocated on a pro-rata basis. The most recent official state population estimates will be used to determine the allocation.

#### ARTICLE 5. ADMINISTRATIVE COST:

- 5.1 To effectively carry out the activities under this Agreement, the parties hereto understand and agree that administrative funds available to the CONSORTIUM, including but not limited to State of Nevada HOME funds, will be used to assure complete administration of CONSORTIUM funds, so long as such expenditure conforms with the restrictions of the administrative funds so allocated.
- 5.2 CARSON CITY agrees to make available all financial records related to the administration of the CONSORTIUM funds to all CONSORTIUM members, and to other interested persons, including representatives of the State and Federal governments.

#### ARTICLE 6. INDEMNIFICATIONS:

- 6.1 CARSON CITY, as Lead Agency, shall defend, indemnify, and hold harmless CONSORTIUM CITIES and COUNTIES from all claims, suits, actions, or losses of any type, and from liability for any fines, penalties, or damages of any type, resulting from CARSON CITY'S performance under this Agreement and caused by any act or omission of CARSON CITY, except to the extent that any such claims, suits, actions, losses, or liabilities arise from any act or omission of CONSORTIUM members CITIES and COUNTIES.
- 6.2 CITIES and COUNTIES shall defend, indemnify, and hold harmless CARSON CITY, as Lead Agency, from all claims, suits, actions, or losses of any type and from liability for any fines, penalties, or damages of any type, resulting from the CITIES; and COUNTIES' performance under this Agreement, and caused by any act or omission of the CITIES and

ARTICLE 7. EFFECTIVE DATE AND TERM OF AGREEMENT:

- 7.1 This Agreement shall take effect July 1, 2011 and shall continue in full force and effect until all activities funded from federal fiscal years during which the CONSORTIUM drew down funds shall have been completed, or a minimum of three (3) years, whichever is longer. Parties who failed to become signatories within the timeframes specified by the U.S. Department of Housing and Urban Development shall not be bound by this agreement.
- 7.2 No CONSORTIUM member may withdraw during the three (3) years or term of this Agreement, as required by the ACT.

ARTICLE 8. AMENDMENTS:

- 8.1 Should it become necessary to change the language of this Agreement to meet State or Federal requirements without making major changes and without altering the intent of the Agreement, such changes may be made administratively with the written consent of the CONSORTIUM Advisory Council.

ARTICLE 9. TERMINATION OF AGREEMENT:

- 9.1 The CONSORTIUM qualifies to receive allocations as a participation jurisdiction in the HOME Program for federal fiscal years 2012, 2013 and 2014.

No CONSORTIUM member may terminate its participation in the CONSORTIUM without six (6) months prior written notice. Such notice may be given no earlier than January 1, 2014.

- 9.2 In the event the CONSORTIUM shall terminate, the Advisory Council shall establish a procedure for repayments of HOME and non-HOME CONSORTIUM funds consistent with regulations and restriction imposed by the original source of such funds.

ARTICLE 10. COUNTERPARTS:

- 10.1 This Agreement may be executed in counterparts, each of which is deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

**CARSON CITY, A CONSOLIDATED CITY/COUNTY**

By: \_\_\_\_\_  
Robert Crowell  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form:

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

**CHURCHILL COUNTY**

By: \_\_\_\_\_  
Norm Frey  
Title: Chairman  
Date: \_\_\_\_\_

Approved as to form:

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

**DOUGLAS COUNTY**

By: \_\_\_\_\_  
Michael A. Olson  
Title: Chairman  
Date: \_\_\_\_\_

Approved as to form:

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

**HUMBOLDT COUNTY**

By: \_\_\_\_\_  
Garley Amos  
Title: Chairman  
Date: \_\_\_\_\_

Approved as to form:

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

**LANDER COUNTY**

By: \_\_\_\_\_  
Steve Stienmetz  
Title: Chairman  
Date: \_\_\_\_\_

Approved as to form:

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

**MINERAL COUNTY**

By: \_\_\_\_\_  
James Essenpreis  
Title: Chairman  
Date: \_\_\_\_\_

Approved as to form:

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

**PERSHING COUNTY**

By: \_\_\_\_\_  
Darin Bloyed  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form:

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

**STOREY COUNTY**

By: \_\_\_\_\_  
Bob Kershaw  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form:

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

**CITY OF FALLON**

By: \_\_\_\_\_  
Ken Tedford  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form:

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

**CITY OF FERNLEY**

By: \_\_\_\_\_  
LeRoy Goodman  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form:

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

**CITY OF LOVELOCK**

By: \_\_\_\_\_  
Michael R. Giles  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form:

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

**CITY OF WINNEMUCCA**

By: \_\_\_\_\_  
Di An Putman  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form:

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