

City of Carson City Agenda Report

Date Submitted: 03/21/08	Agenda Date Requested: 04/03/08 Time Requested: Consent
To: Board of Supervisors	
From: Larry Werner, City Manager	
Subject Title: Action to approve an Interloc Consortium (WNHC).	cal Agreement for the Western Nevada Home
Staff Summary: This interlocal agreement m no changes to the agreement.	nust be renewed every three years. There have been
Type of Action Requested: (check of Company of Action Resolution (X_) Formal Action/Motion	one) () Ordinance () Other (Specify) Presentation Only
Does This Action Require A Business Impa	act Statement: () Yes (XX) No
Recommended Board Action: I move to approve to approv	prove an Interlocal Agreement for the Western
Explanation for Recommended Board Act	ion: n/a
Applicable Statue, Code, Policy, Rule or R	egulation: n/a
Fiscal Impact: n/a	
Explanation of Impact: n/a	
Funding Source: n/a	
Alternatives: Not approve	
Supporting Material: Interlocal Agreement	
Prepared By: Janet Busse	

Reviewed By: (City Manager)	Date:	3/26/28
(District Attorney)	Date:	3.25.08
(Finance Director)	Hroundent Date:	3-25-08
Board Action Taken:		
Motion:	1)	Aye/Nay
	2)	
(Vote Recorded By)		

INTERLOCAL AGREEMENT

WESTERN NEVADA HOME CONSORTIUM

THIS AGREEMENT amends and supersedes the Interlocal Agreement by and between the Counties of CHURCHILL, DOUGLAS, LYON, MINERAL, PERSHING, and STOREY; the Consolidated City/County of CARSON CITY; and the Cities of FERNLEY, FALLON, LOVELOCK AND YERINGTON, 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, LYON COUNTY, 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, Lyon, Mineral, Pershing and Storey Counties, and the Cities of Fallon, Lovelock, Fernley and Yerington (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 LYON COUNTY 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 LYON COUNTY 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 LYON COUNTY, 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 LYON COUNTY, 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 LYON COUNTY, 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 LYON COUNTY or appropriate Federal or State authorities.

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 LYON COUNTY 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 LYON COUNTY, 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 LYON COUNTY's performance under this Agreement and caused by any act or omission of LYON COUNTY, 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 LYON COUNTY, 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 COUNTIES, except to the extent that any such claims, suits, actions, losses, or liabilities arise from any act or omission of LYON COUNTY, as Lead Agency.

ARTICLE 7. EFFECTIVE DATE AND TERM OF AGREEMENT:

- 7.1 This Agreement shall take effect upon the execution of same by all parties shown below, 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.
- 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 2009, 2010 and 2011
 - 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, 2011.
- 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:	By:		
By: Marv Teixeira	Gwen Washburn Title: Chairwoman Date:		
Title: Mayor			
Date:			
Approved as to form:	Approved as to form:		
By:	By:		
Title:	:		
DOUGLAS COUNTY	LYON COUNTY		
By:	B _V ·		
By: Doug Johnson	By: Don Tibbals		
Title: Chairwoman	Title: Chairman		
Date:	Date:		
Approved as to form:	Approved as to form:		
By:	By:		
Title:	!		
MINERAL COUNTY	PERSHING COUNTY		
Bv:	By:		
By:Ed Fowler	Darin Bloyed		
Title: Chairman	Title: Chairman		
Date:	Date:		
Approved as to form:	Approved as to form:		
By:	Ву:		
Title:	Title:		

CHURCHILL COUNTY

STOREY COUNTY	CITY OF FALLON
By:	Ву:
Greg Hess	Ken Tedford
Title: Chairman	Title: Mayor
Date:	Date:
Approved as to form:	Approved as to form:
By:	By:
Title:	Title:
CITY OF FERNLEY	CITY OF LOVELOCK
By:	By:
Todd Cutler.	Lena Johnson
Title: Mayor	Title: Mayor
Date:	Date:
Approved as to form:	Approved as to form:
By:	By:
Title:	Title:
CITY OF YERINGTON	
By:	
Douglas L. Homestead	
Title: Mayor	
Date:	
Approved as to form:	
By:	
Title:	