



# RESOLUTION No. 20-432

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION AN AGREEMENT BETWEEN THE HOMELESS RESOURCE COUNCIL OF THE SIERRAS (HRCS) AND THE COUNTY OF NEVADA TO PROVIDE \$50,000 IN FUNDING TO THE COUNTY TO SUPPORT COUNTY NON-CONGREGANT SHELTER (NCS) OPERATIONS AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE HEALTH AND HUMAN SERVICES AGENCY HOUSING AND COMMUNITY SERVICES DIVISION'S BUDGET FOR FISCAL YEAR 2020/21 (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, On July 31, 2019 Governor Gavin Newsom signed AB 101 providing 8 billion dollars in state funding to address housing and homelessness in California; and

WHEREAS, Chapter Six, section 50217 establishes the Homeless Housing, Assistance and Prevention Program (HHAP) allocating \$650 million to Counties and Continuum of Care organizations across the state; and

WHEREAS, the Nevada County Regional Continuum of Care (CA-531) received a \$500,000 allocation to be spent on eligible uses as outline in the HHAP program guidelines; and

WHEREAS, the CA-531 by a vote of the Governing board authorized the use of \$50,000 in allocated HHAP funds to support County Non-Congregant Shelter operations.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Grant Agreement by and between the County of Nevada and the Homeless Resource Council of the Sierras in the amount of \$50,000 to support County Non-Congregant Shelter operations is hereby approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors authorizes the Director of Child Support Services/Collections and Housing & Community Services to execute the Agreement on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Health and Human Services Agency Housing and Community Services Division's Budget for Fiscal Year 2020/21 as follows:

Fiscal Year 2020/21

Revenue:	1589-50601-451-7000/445090	\$50,000.00
Expense:	1589-50601-451-7000/521520	\$50,000.00

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of October, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

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



\_\_\_\_\_  
Heidi Hall, Chair

10/13/2020 cc: CSS\*  
AC\*

**GRANT AGREEMENT BETWEEN**  
**HOMELESS RESOURCE COUNCIL OF THE SIERRAS**  
**AND**  
**COUNTY OF NEVADA**  
**FOR**  
**NON-CONGREGANT SHELTER OPERATIONS**  
**THROUGH THE**  
**HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM**

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**GRANT AGREEMENT BETWEEN  
HOMELESS RESOURCE COUNCIL OF THE SIERRAS  
AND  
COUNTY OF NEVADA  
FOR  
NON-CONGREGANT SHELTER OPERATIONS**

THIS AGREEMENT is entered this 1st day of July, 2020, by and between the Homeless Resource Council of the Sierras (“HRCS”) and County of Nevada (herein called the “Grantee”).

WHEREAS, the HRCS has applied for and received funds from the State of California (State), through the Homeless Housing, Assistance and Prevention Program (HHAP); and

WHEREAS, HRCS wishes to engage the Grantee to assist HRCS in utilizing such funds to assist people experiencing homelessness in Placer and Nevada Counties;

NOW, THEREFORE, it is agreed between the parties hereto that:

**ARTICLE 1—PROJECT**

**SECTION 1: SCOPE OF SERVICES**

A. Activities

1. General Statement:

Grantee will utilize HHAP funds for the following eligible activity in Nevada County:

- Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves;

2. Program Delivery:

Activity #1 Provide emergency shelter services

Activity #2 Coordinate support services with partner agencies, as appropriate.

B. Payment for Services

It is mutually agreed that HRCS shall pay Grantee no more than a total of fifty-thousand dollars (\$50,000.00) for all services rendered under this Agreement.

See attached Exhibit A for project budget and eligible expenses. Any amendment to the project budget must be approved by the HRCS Board. Grantee is contractually obligated to expend one hundred percent (100%) of HHAP funds by June 30, 2025.

C. Performance Monitoring

HRCS will monitor the performance of the Grantee regarding goals and performance standards as stated above. Substandard performance as determined by HRCS will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by HRCS, suspension or termination procedures will be initiated.

## **SECTION 2: TERM OF AGREEMENT**

The term of this Agreement is July 1, 2020 through June 30, 2025.

## **SECTION 3: PROGRAM REPORTING**

The Grantee shall comply with all reporting requirements set forth by the State of California. Requirements are subject to change.

## **SECTION 4: CONTINUUM OF CARE REQUIREMENTS**

The Grantee is required to actively participate in the following:

- Continuum of Care meetings
- Homeless Management Information System
- Coordinated Entry System

## **SECTION 5: NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, fax or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

HRCS  
Homeless Resource Council of the Sierras  
PO Box 130  
Auburn, CA 95604  
(916) 416-0901  
[scott@hrcscoc.org](mailto:scott@hrcscoc.org)

Grantee  
County of Nevada  
950 Maidu Avenue  
Nevada City, CA 95959  
(530) 265-1218  
[mike.dent@co.nevada.ca.us](mailto:mike.dent@co.nevada.ca.us)

## **ARTICLE 2—FINANCIAL MANAGEMENT AND GENERAL REQUIREMENTS**

### **SECTION 1: PAYMENTS AND BUDGET**

#### **A. General Statement**

HRCS shall provide funding to the Grantee its allowable costs for the services identified in this Agreement not to exceed the amounts delineated in the budget located in Exhibit A.

Allowable costs shall mean those necessary and proper costs identified in the Grantee's application and budget and approved by HRCS. Such disbursement shall constitute full and complete payment by the HRCS under this Agreement.

#### B. Budget & Disbursement

Any amendments to the budget must be approved in writing by both HRCS and the Grantee. HRCS may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by HRCS.

HRCS shall disburse funds based on the submitted disbursement schedule request form. Any changes to the form must be approved in writing by both HRCS and the Grantee. HHAP funding may only be expended on allowable costs set in this Agreement. In the event that HRCS determines that any funds were expended by the Grantee for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, HRCS may order repayment of the same. The Grantee shall remit the disallowed amount to HRCS within thirty (30) days of written notice of the disallowance.

Grantee is contractually obligated to expend one hundred percent (100%) of HHAP funds by June 30, 2025. The Grantee agrees that upon expiration of this Agreement, the Grantee shall transfer to HRCS any HHAP funds on hand at the time of the expiration and any accounts receivable attributable to the use of HHAP funds.

#### C. Termination

This Agreement may be terminated by HRCS immediately and without notice for cause or by HRCS without cause upon **thirty (30) days'** written notice of termination to Grantee. Upon termination, Grantee shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, HRCS may withhold compensation due Grantee in order to reimburse HRCS for any losses, damages or expenses caused by Grantee's default under this Agreement.

### SECTION 2: DOCUMENTATION OF COSTS, FINANCIAL REPORTING, AND GENERAL CONDITIONS

The Grantee will be required to maintain books, records, documents, and other evidence directly related to performance of the work for a minimum of five (5) years in accordance with Generally Acceptable Accounting Principles. Costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, HRCS shall have the right to audit the records of the Grantee as they relate to the Agreement and the activities and services described herein.

The Grantee shall also:

- Comply with all applicable State and Federal laws, regulations, and requirement and all provisions of this Agreement.
- Comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- Comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- Comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The nondiscrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.
- Maintain an effective system of internal fiscal control and accountability for all HHAP funds and property acquired or improved with HHAP funds, and ensure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Grantee's accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of HRCS at any time during normal business hours and as often as necessary.
- Inform HRCS concerning any funds allocated to the Grantee, that the Grantee anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by HRCS to other Grantees.
- Provide budget and disbursement amendments as outlined in Article 2, Section 1B above.
- Repay HRCS any funds in its possession at the time of the termination of this Agreement that may be due to HRCS.
- Have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

### **SECTION 3: PROGRAM INCOME**



If applicable, the Grantee shall report monthly on all program income generated by activities carried out with HHAP funds made available under this Agreement. The Grantee may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to HRCS at the completion of the Agreement.

#### **SECTION 4: INDIRECT COSTS**

Indirect costs are not an allowable expense under this Agreement.

#### **SECTION 5: GRANTEE RESPONSIBILITY**

If only partial funding is provided through HHAP, Grantee is responsible for the completion of the Project or full operation of the Program.

#### **SECTION 5: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **SECTION 6: DRUG-FREE WORKPLACE CERTIFICATION**

Certification of Compliance: By signing this Agreement, Grantee, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section f(8355(a)(1).
2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. Subcontractor's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and
  - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
3. Provide, as required by Government Code 8355 (a)(3), that every employee and/or subcontractor who works under this Agreement:
  - a. Will receive a copy of Grantee's drug-free policy statement, and
  - b. Will agree to abide by terms of Grantee's condition of employment or subcontract.

#### **SECTION 7: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between HRCS and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between HRCS and the Grantee with respect to this Agreement.

**SECTION 8: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

**SECTION 9: ATTORNEYS FEES**

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Placer, State of California for any proceeding arising hereunder.

**SECTION 10: GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the Superior Court of Placer County or Nevada County, California, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantor:  
Homeless Resource Council of the Sierras

Grantee:

\_\_\_\_\_  
NiaKia Phillips, Vice President

\_\_\_\_\_  
Mike Dent, Director of Department of Child Support,  
Collections, Housing and Community Services

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

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

**EXHIBIT A: PROJECT BUDGET**

**Revenue**

Source	Total	Description
<b>HHAP</b>	50,000	
City Funds	0.00	
Other State Funds	20,000	CESH funds
Federal Funds	100,000	CARES Act funding
County Human Services Funds	65,000	General Funds
Other Local Funds	0.00	
Private Trusts and Foundation Funds	0.00	
Fundraising Events	0.00	
Donations	0.00	
Other ( <i>specify below</i> )		
<b>Total Revenue</b>	235,000	

**Expenses**

Expense	Total	Description
Salaries, Benefits, and Payroll Taxes	100,000	Non congregant site staffing
Client Services and Direct Assistance	130,000	Non congregant shelter leasing costs
Contract Services (e.g. Security)		
Facility, Utilities, and Maintenance		
Telephone, Fax, and Internet		
Supplies		
Equipment Rental and Maintenance		
User License Fees		
Insurance	5000	General liability
Other ( <i>specify below</i> )		
<b>Total Expenses</b>	235,000	

**EXHIBIT B: PROJECT TIMELINE**

Activity	Timeline	Responsible Party
Sierra Roots and HOME team to pre-review BNL and begin to select cohort group	Oct 1 - Nov. 1	Sierra Roots – HOME team
BOS approve HRCS contract	Oct 13 <sup>th</sup>	HHSA – HCS staff
BOS approve Sierra Roots contract	Oct 13 <sup>th</sup>	HHSA – HCS staff
Sierra Roots – contracted provider, finalize staffing plan and advocate trainings, work with NCS sites to review and draft lease agreements	Oct 27 <sup>th</sup>	Sierra Roots
Sierra Roots – Lease sites for NCS	Nov. 1	Sierra Roots
Sierra Roots – Implement NCS program	Nov 1 – April 1 2021	Sierra Roots

EXHIBIT C: DISBURSEMENT REQUEST FORM

Project Name:

Estimated Disbursement Date	Description of Use of Disbursement Funds	Amount Requested
Oct. 15 <sup>th</sup>	NCS operations	50,000
	<b>GRAND TOTAL</b>	<b>\$50,000</b>

**COUNTY OF NEVADA  
AUDITOR-CONTROLLER'S OFFICE  
REVENUE INFORMATION RECORD**

Application       Award       Amendment

Department: HHSA/ Housing & Community Services      Contact Person & Ext.: James Kraywinkel x2415

Board Meeting Date: 10/13/2020      Form Completed By: James Kraywinkel

Program Name: California Emergency Solutions and Housing program

Purpose: Provide shelter beds for emergency and seasonal use to avoid homelessness  
for Nevada County residents.

Other Resolution(s) Associated: N/A

Contract #: \_\_\_\_\_      Contract dates: 7/11/19 - 6/30/22

Awarding Agency: Homeless Resource Council Of The Sierras

Total Grant Amount: \$50,000      County match amount: \$0

Amount from Federal: \$0      Funding Type:  Advance  Reimb.

CFDA#: N/A      Federal Agency?  Yes  No

Single Audit Language?  Yes  No

Coding: 1589 50601 451 7000      445090      45170005  
Org Code      Revenue      PCN

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For Auditor Use Only:

Type of Revenue: \_\_\_\_\_

Board Reso #: \_\_\_\_\_      Other Reso Assoc. \_\_\_\_\_

Grant Log       Entered by: \_\_\_\_\_      Date: \_\_\_\_\_