



RESOLUTION No. 24-122

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE NEVADA COUNTY CONTINUUM OF CARE CA- 531 TO INCORPORATE AB 129 REQUIREMENTS FOR APPLICANTS OF HHAP ROUND 5 AND FUTURE HHAP ROUNDS, EXTEND THE AGREEMENT END DATE FROM JUNE 30, 2024, TO JUNE 30, 2026, AND TO AUTHORIZE THE HOUSING AND COMMUNITY SERVICES DIRECTOR TO AMEND THE MOU AS REQUIRED BY STATE STATUTE FOR FUTURE HHAP ROUNDS (RES 23-207)

WHEREAS, on May 23, 2023, the Nevada County Board of Supervisors approved the MOU with the Nevada County Regional Continuum of Care CA- 531 or the designation of Collaborative Applicant and Lead Agency positions for Homeless Housing, Assistance and Prevention Program (HHAP) grant funding; and

WHEREAS, on December 5, 2019, the state Homeless Coordinating and Financing Council (HCFC) announced awards of HHAP funding; and

WHEREAS, additional HHAP funding rounds were awarded in 2020, 2021 and 2022 and the HHAP 3 award in 2021 required counties and their respective continuum of care to develop and submit a Joint Homeless Action Plan; and

WHEREAS, on June 28, 2022, the Board of Supervisors heard a presentation on the Joint Homeless Action Plan between Nevada County and Nevada County Regional Continuum of Care CA- 531; and

WHEREAS, AB140 allows for government jurisdictions and local Continuum of Care organizations to apply jointly for HHAP funds; and

WHEREAS, the parties desire to amend their Agreement to incorporate AB 129 requirements for applicants of HHAP Round 5 and future HHAP rounds and to authorize the Housing and Community Services Director to amend the MOU as required by statute for future HHAP Rounds; and

WHEREAS, the Homeless Resource Council of the Sierras is the fiscal agent for the Nevada County Continuum of Care CA-531; and this Amendment will commit each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each applicant in the region as described in the HHAP Round 5 Homeless Action Plan and as required by AB 129 for successful implementation of HHAP Round 5 funds and future allocations of HHAP.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the MOU by and between Nevada County and Continuum of Care CA-531 designating Continuum of Care CA-531 as Lead Agency and Collaborative Applicant and outlining roles and responsibilities of each party to support homelessness services hereby is amended to include AB 129 requirements for HHAP Round 5 and future HHAP rounds, that the MOU is extended to June 30, 2026, that the MOU is approved in substantially the form attached hereto, and that the Nevada County Housing and Community Services Director be and is hereby authorized to execute the MOU on behalf of the County of Nevada and to amend the MOU as may be required by the State for future HHAP Rounds.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of March 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.


Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEVADA COUNTY CONTINUUM OF CARE, AND
THE COUNTY OF NEVADA
FOR THE PROVISION OF COLLABORATIVE APPLICANT AND LEAD AGENCY
FOR THE HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM
(HHAP) GRANT FUNDS**

This Memorandum of Understanding (MOU) is made and entered into by and between the County of Nevada, a political subdivision of the State of California, hereinafter referred to as County, and the Nevada County Continuum of Care-531 through fiscal agent the Homeless Resource Council of the Sierras, hereinafter referred to as CoC or HRCS, individually, "Party" and/or collectively "Parties", for the designation of Collaborative Applicant and Lead Agency positions for Homeless Housing, Assistance and Prevention Program (HHAP) grant funding, and commitment to uphold, participate in, and comply with actions, roles, and responsibilities of each collaborative applicant in the region as described in the HHAP Regionally Coordinated Homeless Action Plan, "Homeless Action Plan" .

I. Purpose and Background

The purpose of this MOU is to confirm agreements between the County and the CoC related to the positions of Collaborative Applicant and Lead Agency for HHAP grant funding and commit to uphold, participate in, and comply with the actions, roles, and responsibilities for implementation of the Homeless Action Plan.

The HHAP Program funding, made available from California's Interagency Council on Homelessness ("Cal ICH") within California's Business, Consumer Services and Housing Agency is intended to support local jurisdictions in their unified regional response to reduce and end homelessness.

On September 27, 2021, the Governing Board of the CoC elected to delegate the role of Collaborative Applicant and Lead Agency to the County and approved the County to apply jointly for HHAP Round 3 funding.

On May 23, 2023, Nevada County elected to delegate the CoC as the Collaborative Applicant and Lead Agency for HHAP Round 4 funding, as well as for future HHAP rounds.

Collaborative Applicant is defined to mean an eligible applicant that has been designated by the Parties to apply for HHAP grant funding on behalf of the Parties.

The Lead Agency is defined to mean the Party who shall take all required steps to comply with the terms of the HHAP grants, including but not limited to all administrative and reporting requirements of the funding agency (State of California).

II. Duration

Except as provided in Section V (Termination), the duration of this amended MOU shall be from March 26, 2024 through June 30, 2026.

By execution of this MOU, the Parties agree that the responsibilities and agreements outlined in this MOU shall be effective March 26, 2024, and related activities conducted prior to the execution of the agreement shall be in compliance with all language stated in this original MOU.

III. Specific Responsibilities of the Parties

a. Joint County and CoC/HRCS

- i. Commitments to uphold, participate in, and comply with actions, roles, and responsibilities of each collaborative applicant as described in the HHAP Regionally Coordinated Homeless Action Plan, "Homeless Action Plan".
 1. Commitments to the roles and responsibilities as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region; section 2.1 of the Homeless Action Plan.
 2. Commitments to Key Actions to improve the system performance measures; section 2.2 of the Homeless Action Plan.
 3. Commitments to Key Actions to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness; section 2.3 of the Homeless Action Plan.
 4. Commitments to actions to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region; section 2.4 of the Homeless Action Plan.
 5. Commitments to roles for the utilization of local, state, and federal funding programs to end homelessness; section 2.5 of the Homeless Action Plan.

6. Commitments to the roles and responsibilities to connect individuals to wrap-around services from all eligible federal, state, and local benefit programs; section 2.6 of the Homeless Action Plan.

b. County

- i. Designate the CoC and fiscal agent HRCS as Collaborative Applicant and Lead Agency for HHAP grants.
- ii. Assist the CoC with HHAP reporting requirements by providing information for HHAP grant funds allocated to the County and used in County contracts.
- iii. Participate in continuous quality improvement meetings within the CoC to review performance metrics towards Homeless Action Plan goals and metrics.
- iv. Participate in annual meetings as a function of the CoC with the County and contractors, to discuss contracts and projects and their relevance to the Homeless Action Plan.

c. CoC and HRCS

- i. As Collaborative Applicant, the CoC shall:
 1. Serve as the collaborative applicant to jointly submit a single application for HHAP funds on behalf of the County and the CoC and receive grant funds directly from the administering state agency.
 2. Develop a collaborative process for the development of joint HHAP applications and ensure compliance with grant criteria.
- ii. As Lead Agency, the CoC and HRCS shall:
 1. Build strategic partnerships and cultivate new service partnerships within the community.
 2. Lead completion of the annual Homeless Action Plan update with local and county governments and stakeholders as required by HHAP grant applications.
 3. Lead continuous quality improvement meetings within the CoC to review performance metrics towards Homeless Action Plan goals and metrics.
 4. Lead annual meetings as a function of the CoC with the County and contractors to discuss contracts and projects and their relevance to the Joint Homeless Action Plan.

5. Review and adhere to state guidance related to data reporting requirements and processes published by the administering state agency for HHAP funds, including:
 - HHAP Annual report guide
 - HHAP Annual report checklist
 - HHAP NOFAs
 - Health and Safety Code Section 50222, subdivision (a)
 - Coding HCFC Grants as funding Sources in HMIS
6. Enter into formal contracts with providers for projects that are in alignment with the Homeless Action Plan goals and HHAP metrics and conduct all contract administration with providers.
7. Work with providers to establish data collection and reporting measures as required by HHAP.
8. Measure and monitor performance of CoC funded projects as related to the Homeless Action Plan goals and performance metrics. This includes developing strategic goals to end homelessness, collecting and disseminating data to measure performance toward those goals, and continuously evaluating and improving performance.
9. Use 75% of the total annual HHAP allocation, for this year and the following years, to fund the following programs or such programs as determined by the CoC. This amount is inclusive of 75% of the administrative allocation.
 - Hospitality House Low Barrier Shelter
 - Sierra Guest Home
 - Truckee Day Center Housing Supports and Operations
 - North San Juan Warming Shelter
 - Landlord Liaison Program through AMI
 - Master Leasing through AMI
 - HRCS CoC Coordination System Supports (HMIS Licenses)
 - Coordinated Entry
10. Provide 25% of the total annual HHAP allocation to Nevada County, for this year and the following years. This amount is inclusive of 25% of the administrative allocation. The County will fund the operations listed below, or those to be determined by the County.
 - Empire Mine Courtyard operations
 - Resource Center operations
 - North Tahoe-Truckee Extreme Weather Shelter
 - Western County Extreme Weather Shelter

IV. Amendments

This MOU may be amended upon mutual agreement of both County and CoC. Any additional responsibilities delegated to the Lead Agency shall be consistent with the CoC Governance Charter.

V. Termination

Either party may terminate this MOU at a date prior to the renewal date specified in this MOU by giving 60 days written notice to the other parties. If the funds relied upon to undertake activities described in this MOU are withdrawn or reduced, or if additional conditions are placed on such funding, any party may terminate this MOU within 60 days by providing written notice to the other parties. The termination shall be effective on the date specified in the notice of termination.

VI. Notice

Either party may provide notice to the other party in writing at the following addresses:

County

Attention:

Mike Dent, Housing and Community Services, and Child Support Director

Address:

Nevada County Housing and Community Services

950 Maidu Avenue

PO Box 599002

Nevada City, CA 95959-7902

CoC

Attention:

CoC/HRCS Executive Director

Address:

Homeless Resource Council of the Sierra

PO Box 130

Auburn, CA 95604

SIG BLOCKS

By: Mike Dent
Mike Dent (Mar 26, 2024 13:51 PDT)

Director of Housing and Community Services

County of Nevada

By: 

Board President

HRCS