

**AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE COUNTY OF
NEVADA, AND NEVADA COUNTY HOUSING DEVELOPMENT
CORPORATION (NCHDC) (RES 20-332)**

THIS AMENDMENT is executed this 27th day of October 2020 by and between NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION (hereafter referred to as “CONTRACTOR” or “AMI Housing”), and COUNTY OF NEVADA. Said Amendment will amend the prior contract between the parties entitled Contract executed on July 28, 2020 per Resolution 20-332; and

WHEREAS, the Contractor provides services related to community-based housing projects, housing for residents with a mental and/or physical health disabilities or other significant barriers to housing, and reimbursement for authorized lease/rental agreements for authorized program participants during the Contract term of July 1, 2020 through June 30, 2021; and

WHEREAS, the parties desire to amend their Contract to 1) increase the Maximum Contract Price from \$460,524 to \$1,318,970 (an increase of \$858,446) due to increased Contractor costs related the acquisition, rehabilitation and operation of an interim Navigation Center, 2) revise Exhibit “A” Schedule of Services to reflect the additional duties related to operating the Navigation site and conducting the renovations needed to convert two rooms to comply with ADA access and 3) revise Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment No. 1 shall be effective as of October 1, 2020.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$1,318,970.
3. The Exhibit “A”, Schedule of Services, shall be revised to the amended Exhibit “A” as attached hereto and incorporated herein.
4. That Exhibit “B”, “Schedule of Charges and Payments”, shall be revised to the amended Exhibit “B” as attached hereto and incorporated herein.
5. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

CONTRACTOR:

By: _____
Honorable Heidi Hall
Chair, Board of Supervisors

By: _____
Jennifer Price
Executive Director

Dated: _____

Dated: _____

Attest: _____

Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT “A”
SCHEDULE OF SERVICES
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

Nevada County Department of Housing and Community Services (HCS) hereinafter referred to as “County”, and AMI Housing, hereinafter referred to as “Contractor”, agree to enter into a specific contract for services related to creating housing opportunities for vulnerable homeless residents of Nevada County through the acquisition, rehabilitation and maintenance of non-congregant interim housing and permanent housing for eligible homeless participants in County Housing and Community Services (HCS) programs:

- Bridges 2 Housing (B2H) interim low barrier housing designed to provide short term stability for individuals transitioning from or between other community settings and into permanent housing, and/or providing interim and permanent housing options for residents who are impacted by the COVID-19 pandemic and experiencing homelessness or are at risk of homelessness.
- Prop 47 Bridgeport House – long term housing for mentally ill individuals with high levels of recidivism in jails or a high degree of law enforcement contact.

Permanent Supportive Housing – permanent housing and wrap around supportive services for chronically homeless individuals living with disabilities. These programs work to reduce homelessness through the provision of housing, with supportive services provided by Behavioral Health and Contractor staff. This Contract encompasses the activities related to obtaining and maintaining interim and permanent housing for residents of Nevada County who are highly vulnerable, homeless, and living with a mental health and/or substance use disability.

Overview of the Programs:

Administration of this contract will expand housing opportunities for individuals experiencing homelessness in Nevada County by utilizing local, state and federal funding sources to acquire, rehabilitate and maintain a variety of housing options for homeless persons engaged in HCS programs: Permanent Supportive Housing (PSH), interim housing (B2H), diversion housing (Prop 47). The mechanism for obtaining permanent housing locations will be master leasing wherein the Contractor will negotiate with a property owner to establish lease terms and act as the property manager, with duties including but not limited to: collecting rents, communicating with the landlord, providing light maintenance, and ensuring tenant compliance with terms set forth in individual rental agreements. Additionally, the Contractor will work with County staff to engage and recruit new landlords. The Contractor will also work with the County to utilize funds to acquire and rehabilitate different housing types including but not limited to: shared living housing with multiple bedrooms, Single Resident Occupancy (SRO) units or single bed-room units and non-congregant interim locations. All permanent and interim housing acquired by the Contractor will meet HUD livability standards and will operate in accordance with Housing First core principals, Federal and state Fair Housing laws, and, where applicable, in accordance with guidelines established by Housing and Urban Development (HUD) and the California Department of Housing and Community Development. Selection of eligible tenants will require utilization of the Coordinated Entry System (CES). Additionally, the Contractor will work closely with County staff through the weekly Housing Taskforce meetings and multiple nonprofit providers through the weekly Housing Resource Team (HRT) to coordinate permanent and interim

housing referral and placements. Finally, in accordance with individual client housing goals and with case managers supports, the Contractor will provide assistance in accessing flexible rental assistance or other state and federal subsidies to support individuals in moving-on to their own permanent housing.

Description of Services:

Contractor shall provide PERMANENT housing services as follows:

Leasing:

- Negotiate and enter into lease agreements with a minimum of thirty (30) bed units through Master Leases. Leasing costs will comply to HUD Fair Market Rates and/or Public Housing Authority Rent Payment Standards, and units will be sublets to tenants with HUD vouchers, Housing Choice Vouchers (HCV) or other subsidies. Final approval to master lease a property must be given by the Housing Resource Manager prior to signing the lease agreement.
- Ensure units comply with HUD Housing Quality Standards including: rent reasonableness standards (if applicable), HUD environmental review standards (if applicable) and Lead-based paint and asbestos compliance standards.
- Provide administrative oversight of all housing, acting as the liaison between tenants, landlords and the County.
- Ensure that all leased properties are properly managed and maintained; ensuring that the properties remain clean and habitable to protect both tenants and neighbors.
- Work with HCS staff to establish an operating reserve fund. This account is to be used for operating expenses including but not limited: a tenant's security deposit does not cover the cost to repair damages caused by the tenant; for rent when rooms are vacant. Draws on operating reserves shall be made only after consultation with County HCS staff.
- Conduct HUD Inspection Checklist upon client move in and annually thereafter.
- Submit HUD required Environmental Review Documentation prior to signing the lease.
- Complete quarterly redetermination of each tenant's eligibility for continued HCS housing programs.

Tenant Referral, Selection, and record maintenance:

- Determine applicant's eligibility for HCS Program Housing based on the following criteria:
 - High degree of vulnerability as indicated by Vulnerability Index (VI) ranking on the "By-name list"
 - Chronic Homeless Status
 - Resident Rental share based on income (i.e. income eligibility)
 - Any other eligibility requirements including but not limited to requirements set forth in grants and funding sources that support services activities in the HCS housing programs (i.e. Prop 47, MHSA, HUD, Project HomeKey, etc.)
- Sublet master-leased units to eligible clients identified by the Coordinated Entry "By-name" list, which shall include a provision authorizing Contractor to seek early termination of the sublease in the event tenant is no longer eligible for housing through the HCS Housing Program.
- Perform quarterly reviews and update the housing case files to keep documentation current.

- Maintain and update (as needed when standards, guidance or requirements change) Policies and Procedures (P & P) Manual for all HCS program housing. The manual, at a minimum, will include information on:
 - Specific Program house eligibility requirements
 - Referral and intake process
 - Verification process
 - Description of services offered to clients in housing programs
 - Housing Quality Standards
 - Fees charged (rent and other costs incurred to tenants)
 - Environmental review requirements including LBP disclosures (if applicable)
 - Standard lease agreement information
 - Program termination procedures
 - Appendices containing example documents pertaining the govern program housing guidelines and agreements including but not limited to sublet lease agreements, disclosures, posted written notices provided to tenants, intake/referral forms etc.

Grant submission and reporting:

- Enter all housing program participant information into Homeless Management Information Systems (HMIS).
- Coordinate with County staff to input Annual Progress Report information into the SAGE system.
- Assist with the Technical Submission of the US Department of Housing and Urban Development (HUD) grant renewals, amendments and extensions in collaboration with the Continuum of Care (CoC) and the County Housing and Community Services Department.
- Provide Quarterly and Annual Reports utilizing the Annual Progress Reports drawn from the HMIS online database. Quarterly reports are due on the 30th day of the month following the end of a quarter (due on October 30th, January 30th, April 30th, and July 30th.) The County Annual report is due on July 30th for each fiscal year.
- Attend quarterly in-person fiscal reviews focused on fiscal grant contract compliance.

Landlord Recruitment, Retention and Rental Assistance

- Participate in landlord engagement and recruitment efforts in partnership with county and community-based housing service providers through participation in weekly HRT meetings and through bi-monthly Landlord Recruitment and Retention planning meetings with the County Housing Resource Manager
- Work with County Staff to implement a Landlord Recruitment and Retention program consisting of: Landlord incentives, informational brochures, and regular, weekly review of websites with housing offerings and affordable housing sites
- Develop a working list of landlord contacts that includes: Recent contacts made, landlord interest in housing specific kinds of people from the various subgroups (i.e. veterans, TAY, women with children etc.). Update list regularly and bring list to HRT meetings weekly
- Assist potential clients in identifying appropriate housing, entering appropriate subleases or rental agreements and moving into properties.
- Comply with all applicable laws, regulations and ordinances related to HUD and MHSA Housing programs provided under this Agreement, including but not limited to all federal

and state laws related to fair housing, discrimination, disability accommodation, and civil and constitutional rights.

- Coordinate with HCS staff to create a “Moving-On” strategy in-line with HUD best Practices for current PSH residents. This includes assisting clients in completing Housing Choice Voucher (HCV) paperwork and collecting necessary documentation required to transition from a PSH voucher to an HCV.
- Provide documentation of usage of HHAP and CESH funds in line with eligible activities for each source and work with HCS staff to submit quarterly and annual reports as needed. HHAP/CESH reports and due dates
- Regularly attend that Housing Resource Team (HRT) meeting as a collaborative partner, seeking referrals and braiding resources to assist HRT agencies in placing and stably housing individuals identified by the team.

Contractor shall provide services pertaining to the acquisition, rehabilitation and operation of an interim housing “navigation center” site as follows:

Interim non-congregant navigation center acquisition:

- CONTRACTOR will work with COUNTY staff to meet all requirements to secure state funding for acquisition of the interim navigation site. Participate in planning meetings and respond promptly to requests for required documentation and information.
- CONTRACTOR shall coordinate with COUNTY, as needed, to facilitate community meetings and/or develop messaging and materials related to the project. CONTRACTOR will provide contact information for CONTRACTOR staff on all materials provided to neighbors or community members.

Interim non-congregant navigation center rehabilitation:

- CONTRACTOR will ensure all required rehabilitation of the property meets inspection requirements, including compliance with all health and safety codes.
- CONTRACTOR will add COUNTY as an additional insured on their property insurance.
- CONTRACTOR in conjunction with COUNTY will produce a rehabilitation schedule to complete agreed upon work to bring the site into compliance with the overall program development vision.
- CONTRACTOR will complete full Americans with Disabilities Act (ADA) compliant rehabilitation of two (2) units identified by and in accordance with COUNTY and Project HomeKey requirements. CONTRACTOR will complete this work on or before December 30, 2020. By June 30, 2021, CONTRACTOR will complete all necessary ADA rehabilitation required to ensure access to common areas including work to the parking lot to provide ADA compliant parking and parking spaces.
- CONTRACTOR will complete any other rehabilitation steps identified by a qualified building inspection that are necessary to receive a certificate of occupancy and to meet the development vision and objectives laid out in the application for state funding.

- CONTRACTOR will ensure all units have smoke and CO2 detectors.
- CONTRACTOR will bring the building up to current state, county, and local health and safety codes, and applicable City of Grass Valley building and development codes.

Interim non-congregant navigation center operations:

Property management, maintenance and upkeep

- Maintain property management hours at the CONTRACTOR’s main office from 9am-12pm and 1pm-4pm, Monday-Friday, excluding holidays, and provide residents access to an on-call after hour’s emergency phone service. Managers will be on-call all other hours.
- Participate in neighborhood and/or community association meetings and inform COUNTY of community concerns.
- CONTRACTOR will secure a resident manager who will live at the site and provide assistance to tenants in the evenings and on weekends. The Resident manager will have direct contact information for an immediate supervisor. Resident manager will be trained in de-escalation and peer support methods and will have clear procedures pertaining addressing any emergency situations and/or client conduct that is detrimental to other program participants or the surrounding neighborhood.
- The CONTRACTOR will operate the building in compliance with current County and City zoning.
- CONTRACTOR will ensure that building remains in good repair and in keeping with orderly and well maintained facility and grounds. CONTRACTOR will ensure timely follow up to maintenance requests made by program participants and will review and address maintenance and/or trash or refuse clean up requests from neighbors.

Screening and intake

- Contractor will work with County departments and contracted partners to identify and select program participants. All selected participants must complete the Coordinated Entry process. Participant selection shall be coordinated weekly via a standing meeting between Contractor, County staff and select county-contracted staff.
- Determine applicant’s eligibility to participate in Navigation Center program interim housing based on the following criteria:
 - High degree of vulnerability as indicated by Vulnerability Index (VI) ranking on the “By-name list”
 - Chronic Homeless Status
 - Priority will be given to Families, people who are disabled and over 55, and Veterans

- Any other eligibility requirements including but not limited to requirements set forth in grants and funding sources that support services activities in the HCS housing programs (i.e. Prop 47, MHSA, HUD, Project HomeKey, etc.)
- Any combination of factors that would indicate high risk of contracting COVID-19.

Move-in process

- Track the date and time of new program participants move in and coordinate move in with case managers
- Provide residents with Information Packet that includes: program agreements, guest policies, program rules, important housing telephone numbers, move-in checklist, and a grievance process. The packet must also clearly articulate a unit inspection policy that allows (at a minimum) weekly or as-needed inspection of the unit. Review with residents these items and include information about how to avoid program termination and responsibilities of the participants in maintaining their unit.
- Provide County with copies of signed program agreements for all tenants of the navigation project.

Service delivery

- CONTRACTOR will have on-site service coordinator(s), Monday through Friday 8am-5pm, to work with residents on-site to help maintain their program placement. The Service Coordinator(s) will help identify and communicate to tenants any program compliance concerns or issues and will act as a liaison with applicable case managers, maintaining regular communication via phone or email and providing on-site support such as assisting tenants with paperwork, building social living skills such as cleaning, budgeting, cooking, and providing transportation for tenants upon case manager request. Service Coordinator(s) will inform supervisor if requested case manager tasks are falling outside normal scope of duties or if excessive time is being required for any particular tenant(s) or case managers.
- Ensure access for nonprofits and community groups to engage in service provisions with tenants and/or service seekers onsite. This means ensuring office spaces are adequately equipped and that providers can access the spaces through a clearly defined reservation process.
- Provide peer support services utilizing AMIH staff trained in peer support practices
- Participate in the weekly Housing Resource Team (HRT) meetings and the weekly behavioral health supportive housing team meetings
- Provide program participants with housing navigation through existing AMIH rapid rehousing program staff
- Notify, in writing, COUNTY and participant's case manager of any changes in participant's status, including any concerns that may result in notice to vacate or eviction.

Safety, Security and Emergency Response

- Provide regular training for tenants and staff on basic safety and evacuation procedures.
- Post evacuation plans in visible location throughout the facility
- Ensure that all staff is trained on when to call emergency medical personnel or the police and to communicate with supervisors in the event of an emergency.
- Maintain an incident and maintenance log and allow County to review the logs as needed.
- CONTRACTOR will comply with all state and local COVID-19 social distancing regulations, Personal Protective Equipment (PPE) requirements and quarantine and isolation protocols. This included providing staff with PPE and training specific to COVID-19 guidelines and requirements and enforcing these requirements and guidelines among interim program participants as part of the requirements for program participation.

Communications:

- Notify County of any potential changes to regular operations of any potential changes or losses of funding that could impact operations.
- Notify County of critical incidents that result in emergency service response or police action.
- Notify County of any ongoing issues with neighbors or City leadership.
- Immediately report any unusual or uncharacteristic tenant behavior to County case management staff.
- Participate in regular and ongoing team meetings to include at a minimum: significant and relevant tenant changes, scheduled events and activities, legal notices received by tenants, lease violations, eviction updates, resident issues and move-ins and move-outs, outreach efforts, referrals, and outcomes.

Performance Measures:

Contractor will utilize the HMIS database to track all relevant program performance data and to provide the required quarterly and annual reports.

Data elements will include:

- Intake date
- Exit date
- Increases in participant income
- Housing stability measures
- Increases in mainstream benefits for participants

- Acquisition of stable housing outside of program units
- Terminations from the program

Confidentiality:

Contractor shall ensure the confidentiality of participants and their records, including but not limited to substance abuse treatment records, medical records, and behavioral health records, as required by applicable federal, state and local laws, regulations, rules, and recognized standards of professional practice, and, in amplification of the indemnification provisions made part of this Agreement, agrees to indemnify and hold County harmless from any breach of confidentiality.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

Subject to the satisfactory performance of services required of Contractor pursuant to this Agreement, and the terms and conditions set forth in this Agreement, the County shall pay Contractor a maximum amount not to exceed one million three hundred eighteen thousand nine hundred and seventy dollars (\$1,318,970) for the performance of all services to be provided under this Agreement.

The contract maximum is based on the following estimated budget:

Direct Expenses	Winters Haven/ Summers Haven/ Home Anew	Prop 47: 6 low-barrier units	B2H/ Interim: 6 units	B2H/ Permanent: Coach N Four	HHAP Master Lease: 6 units	Other Costs	Contract Total
Housing Counselor: Salary & Benefits	\$0	\$0	\$0	\$0	\$0	\$10,197	\$10,197
Leases, Rents, Utilities	161,543	50,000	41,100	307,905	47,818	0	\$608,366
Other Direct Costs:							
Supplies, M&R, Ins, Legal, etc.	12,982	7,818	4,200	0	4,887	7,613	37,500
Rapid Rehousing, Rental Assistance, Landlord Incentives	0	0	0	0	0	70,500	70,500
Subtotal Direct Expenses	174,525	57,818	45,300	307,905	52,705	88,310	726,563
Indirect/Admin (10% of Direct)	17,453	5,782	4,530	30,791	5,270	8,831	72,657
Total Expenses	\$191,978	\$63,600	\$49,830	\$338,696	\$57,975	\$97,142	\$799,220
Renovation funds						519,750	519,750
Contract Total						616,892	1,318,970

Renovation funds up to the amount of \$519,750 will be provided and must be spent in accordance with the approved Homekey Application Development Budget. Funds must be expended and invoiced no later than December 31, 2020.

Contract maximum is contingent and dependent upon the department's receipt of anticipated funding for the programs.

Contract reimbursement will be based on actual program expenses. Contractor shall submit a monthly invoice listing lease and rent reimbursements requested, by client, for each grant program, and other itemized expenses including:

- Date(s) and number(s) of hours of services performed,
- Utilities, repairs, and other direct property expenses, by payee, by program
- Rapid rehousing, rental assistance, and landlord incentive payments
- Indirect/Overhead costs up to 10% of the total of the month's direct expenses, with detail documenting actual allowable costs to justify the amount requested.

Contractor agrees to be responsible for the validity of all invoices and vouchers.

County shall review invoices and lease/rent reimbursement vouchers and notify Contractor within fifteen (15) working days if an individual item or group of costs is questioned. Contractor has the option to remove the questioned cost(s) or delay the entire invoice pending resolution of the cost(s). Payment of approved invoices and lease/rent reimbursement vouchers shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice or rent/lease reimbursement voucher. Contractor shall submit invoices, rent/lease reimbursement vouchers, reports and documentation to:

Nevada County Housing and Community Services
Attn: Fiscal
950 Maidu Avenue
Nevada City, California 95959