



RESOLUTION No. 20-503

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AN AMENDMENT NO. 1 TO THE RENEWAL CONTRACT WITH FREED INDEPENDENT LIVING CENTER, D/B/A FREED FOR FUNDING TO ADMINISTER THE SOARWORKS PROGRAM TO ELIGIBLE CLIENTS TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$100,000 TO \$239,764 (AN INCREASE OF \$139,764) AND REVISE EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE TERM OF JULY 1, 2020 THROUGH JUNE 30, 2021 AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE SOCIAL SERVICES BUDGET FOR FISCAL YEAR 2020/21 (4/5 AFFIRMATIVE VOTE REQUIRED) (RES 20-293)

WHEREAS, FREED Center for Independent Living (FREED) is an agency which supports independent living for adults with disabilities and older adults; and

WHEREAS, on July 14, 2020, per Resolution 20-293, the Nevada County Board of Supervisors authorized the execution of the renewal Professional Services Agreement between the County of Nevada and FREED Independent Living Center, D/B/A FREED who will coordinate outreach, case management, housing assistance and disability advocacy to eligible participants utilizing the SOARWorks program; and

WHEREAS, the Nevada County Social Services Department applied and was approved for HDAP funding in the preliminary amount of \$150,000, which requires a 100% county match contribution; and

WHEREAS, the Nevada County Social Services Department additional funding from Fiscal Year 2017/18 and 2019/20 HDAP allocations are available totaling \$239,764; and

WHEREAS, the parties desire to amend their agreement to increase the maximum contract price from \$100,000 to \$239,764 (an increase of \$139,764) due to the award of SOARWORKS funding by the State Department of Social Services for Fiscal Year 20/21.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Nevada County Board of Supervisors approve Amendment No. 1 to the renewal contract with FREED Independent Living Center, d/b/a FREED increasing the contract price by \$139,764 to \$239,764 to be used to support operations and integration of SOARWorks Program to eligible clients and revise Exhibit "B" to reflect the increase in contract price for the term of July 1, 2020 to June 30, 2021 and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Social Services budget for Fiscal Year 2020/21 as follows:

Fiscal Year 2020/21

Revenue:	1589-50105-494-5001/440450	\$139,764.00
Expense:	1589-50105-494-5001/521520	\$139,764.00

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 15th day of December, 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

**AMENDMENT #1 TO THE CONTRACT WITH FREED CENTER FOR
INDEPENDENT LIVING D/B/A FREED (RES 20-293)**

THIS AMENDMENT is dated this 15th day of December 2020 by and between FREED CENTER FOR INDEPENDENT LIVING D/B/A FREED, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment No. 1 will amend the prior Agreement between the parties entitled Professional Services Agreement, executed on July 14, 2020 per Resolution No. 20-293; and

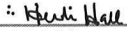
WHEREAS, the Contractor is an agency which supports independent living for adults with disabilities and older adults; and

WHEREAS, the parties desire to amend their agreement to increase the maximum contract price from \$100,000 to \$239,764 (an increase of \$139,764) due to the award of SOARWORKS funding by the State Department of Social Services for Fiscal Year 20/21; 2) and revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

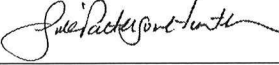
NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of November 15, 2020.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$239,764 due to a increased Funding from the State
3. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: 
Heidi Hall
Chair of the Board of Supervisors

ATTEST:

By: 
Julie Patterson-Hunter
Clerk of the Board of Supervisors

CONTRACTOR:


By: 
Ana Acton, Executive Director
FREED Center for Independent
Living
2059 Nevada City Hwy, Ste 102
Grass Valley, CA 95945

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
FREED Center for Independent Living

Subject to the satisfactory performance of services required of the Contractor pursuant to this Agreement, and the terms and conditions set forth in this Agreement, the County shall reimburse Contractor a maximum amount not to exceed \$239,764 for the entire contract term of July 1, 2020 through June 30, 2021.

Budget	Category	Expense	Narrative
Case Manager/Housing Coordinator	Personnel	\$39,736	0.75FTE allocated at \$39,763 with Benefits
SOAR Counselor/Disability Advocate	Personnel	\$13,421	0.31FTE allocated at \$13,421 with Benefits
Deputy Director/Housing Coordinator	Personnel	\$16,671	0.20FTE allocated at \$16,671 with Benefits
Outreach	Operating	\$100	Outreach per exhibit "A" (includes travel costs)
Office Supplies	Operating	\$1,384	postage, paper, etc.
Housing Financial Assistance	Operating	\$144,791	Direct assistance per exhibit "A"
Administrative Indirect Cost Rate	Personal/Operating	\$23,661	Indirect cost rate and includes rent, utilities, communication, security, and legal fees.
TOTAL EXPENSES		\$239,764	

Contract reimbursement will be based on actual salary/benefits of Contractor's assigned staff and program expenses, but in no event shall exceed the salary/benefit amounts set forth in this Exhibit B.

Contractor may shift budget line items with prior written approval from the Director or designee.

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

For administrative services and other program expenses, Contractor shall submit monthly invoices with an itemized breakdown by grant program listing:

- Date(s) and number(s) of hours of services performed,
- Operations, telecommunications, training, supplies, and travel expenses.
- Direct Housing Assistance Costs: rent, utilities, home setup, home modifications, and any other direct housing expenses.
- Administrative costs calculated as 10% of the total of the month's expenses due for that month.

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

To expedite payment, Contractor shall reference on their invoice the Resolution Number that has been assigned to their approved contract.

County shall review the invoice 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 shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice. Contractor shall submit invoices, reports and documentation, and lease reimbursement vouchers to:

Nevada County Health and Human Services Agency
Attn: DSS Fiscal Staff
950 Maidu Avenue
Nevada City, California 95959

BILLING AND PAYMENT EXCEPTION

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.