



RESOLUTION NO. 21-293

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION FOR SERVICES RELATED TO CREATING HOUSING OPPORTUNITIES FOR VULNERABLE HOMELESS RESIDENTS OF NEVADA COUNTY THROUGH THE ACQUISITION, REHABILITATION, LEASING AND MAINTENANCE OF NON-CONGREGANT INTERIM HOUSING AND PERMANENT HOUSING FOR ELIGIBLE HOMELESS PARTICIPANTS LIVING IN NEVADA COUNTY IN THE MAXIMUM AMOUNT OF \$884,085 FOR THE TERM OF JULY 1, 2021 THROUGH JUNE 30, 2022

WHEREAS, the Housing and Community Services Department receives grant dollars from the U.S. Department of Housing and Urban Development (“HUD”) for funding supportive housing projects designed to promote, as part of a local Continuum of Care Strategy, the development of long-term, community-based housing for homeless persons with disabilities; and

WHEREAS, according to HUD and the core components of Housing First are pivotal to providing safe, clean housing to highly vulnerable homeless individuals as a first step to providing effective supportive services that meet the needs of people experiencing homelessness and mental and physical health issues; and

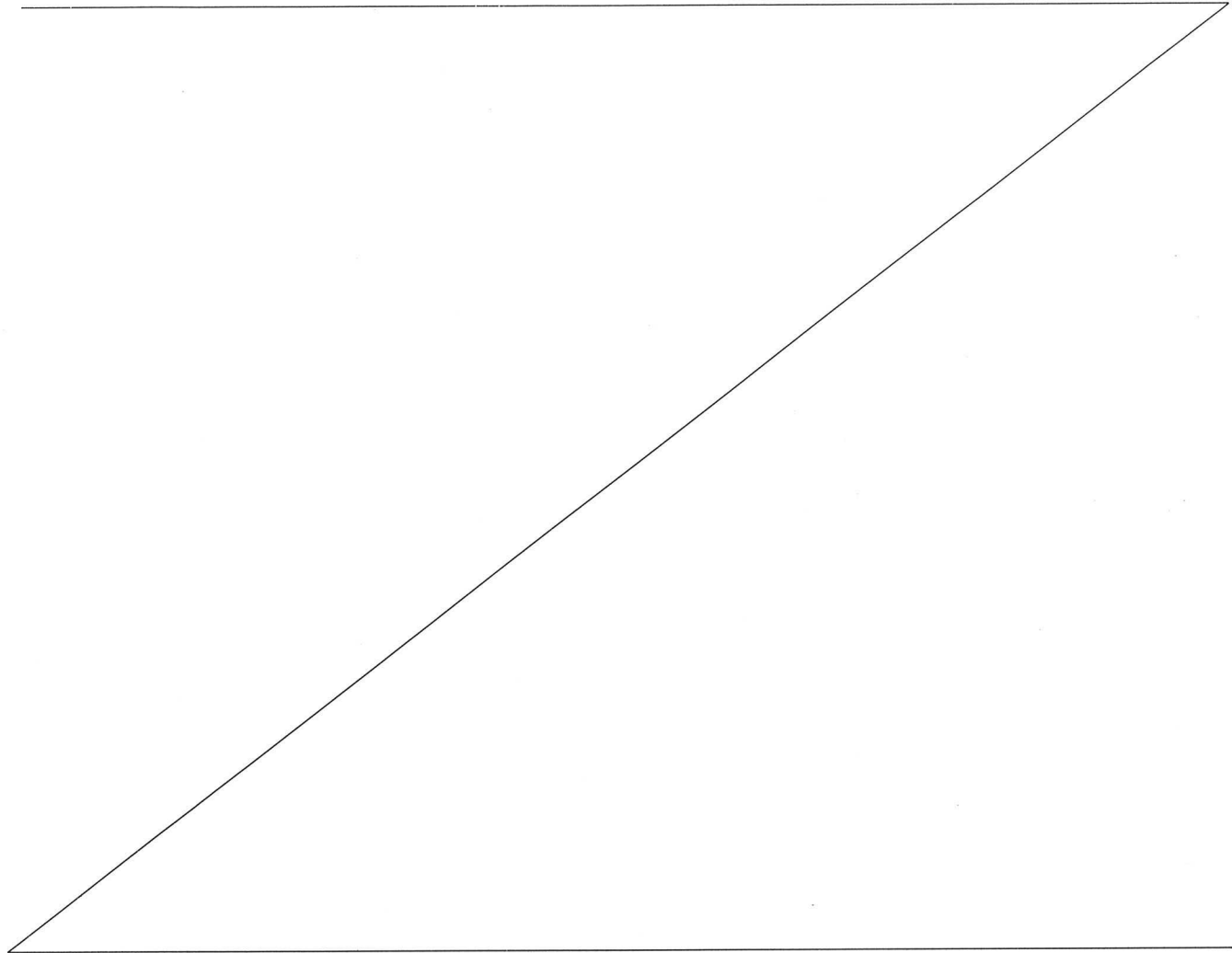
WHEREAS, the County has successfully applied local funds and acquired additional state grant funds to secure housing for people experiencing homelessness; and

WHEREAS, stable housing environments with supportive services have proven critical to helping individuals move from homelessness toward recovery; and

WHEREAS, the County desires to enter into a renewal contract with NCHDC for the continuation of services related to community-based housing projects targeted to reduce homelessness for residents with a mental health disability, help obtain and maintain housing for residents with a mental and/or physical health disability or other significant barriers to housing, and to reimburse the Contractor for costs associated with lease/rental agreements for authorized program participants.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Agreement by and between the County and the Nevada County Housing Development Corporation, pertaining to services related to community-based housing projects, housing for residents with a mental and/or physical health disability or other significant barriers to housing, and reimbursement for lease/rental agreements for authorized program participants for the contract term of July 1, 2021 through June 30, 2022 in the maximum amount of \$884,085, be and hereby is approved in substantially the form attached hereto, and that the Chair of the board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from accounts: 1589-50601-451-7000/521520; and 1589-50601-451-7000/530800.



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 July, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____

Dan Miller, Chair

7/13/2021 cc: Housing*
AC*(hold)

7/15/2021 cc: Housing*
AC* (Release)

Administering Agency: Nevada County Health and Human Services Agency, Housing and Community Services Division

RES 21-293

Contract No.

Contract Description: Services related to creating housing opportunities for vulnerable homeless residents of Nevada County through the acquisition and maintenance of housing for eligible homeless participants in County Housing and Community Services (HCS) programs.

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 13, 2021 by and between the County of Nevada, ("County"), and **NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Eight Hundred Eighty-Four Thousand Eighty-Five Dollars (\$884,085).**
3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this

Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks,

receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
21. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
22. **Termination.**
- A. A Material Breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
 - C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work

as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Contract.

31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

CONTRACTOR:

Nevada County Health and Human Services
Agency, Housing and Community Services
Division

Nevada County Housing Development
Corporation

Address: 950 Maidu Avenue
City, St, Zip Nevada City, CA 95959
Attn: Mike Dent
Email: Mike.Dent@co.nevada.ca.us
Phone: (530) 265-1410

Address P.O. Box 5216
City, St, Zip Auburn, California 95604
Attn: Jennifer Price
Email: jprice@amihousing.org
Phone: (530) 878-5088


Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.


IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: 
Dan Miller (Jul 14, 2021 08:54 PDT)

Date: Jul 14, 2021

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: 

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

By: 
Jennifer K. Price (Jul 6, 2021 10:52 PDT)

Date: Jul 6, 2021

Name: Jennifer K. Price

* Title: CEO

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- Exhibit A: Schedule of Services
- Exhibit B: Schedule of Charges and Payments
- Exhibit C: Insurance Requirements

EXHIBIT "A"
SCHEDULE OF SERVICES
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

Nevada County Department of Housing and Community Services hereinafter referred to as "County", and Nevada County Housing Development Corporation, leasing and maintenance of non-congregant interim housing and permanent housing for eligible homeless participants living in Nevada County. These housing projects are described as follows:

- 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. B2H encompasses two locations: The 18-unit Empire Mine Cottages site and the 3-bedroom Purdon House.
- Prop 47 Diversion House - long term housing for mentally ill individuals with high levels of recidivism in jails or a high degree of law enforcement contact. The Prop 47 diversion program currently operates out of the 5-bed Bridgeport House but will relocate within this fiscal year to the newly acquired Brunswick House facility.
- Permanent Supportive Housing (PSH) - permanent housing for chronically homeless individuals living with disabilities. These programs work to reduce homelessness through the provision of housing, with supportive services provided separately by Behavioral Health and Contractor staff. The PSH program housing operates in scattered sites locations.
- Landlord Liaison Program (LLP) – A comprehensive program utilizing specialized staffing positions skilled at recruiting and retaining landlords to expand placement of clients receiving services through County programs and/or individuals on the By Name List generated by the Coordinated Entry System.

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 County programs: PSH B2H, and the Prop 47 diversion house . The LLP will provide services to all local homeless providers by working to recruit and retain landlords and match County residents experiencing homelessness to available rental units. The mechanism for obtaining permanent housing locations may include 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. The Contractor will also work with County staff to engage and recruit new

landlords providing services aimed at connecting tenants available to rental units, using a variety of funding to provide rental assistance and utilized landlord incentives to minimizing risk to landlords in exchange for lowering barriers. The LLP will also assist other homeless services providers in Nevada County with connecting clients to units.

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 Housing and Urban Development (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 HUD and the California Department of Housing and Community Development (HCD). Selection of eligible tenants for all programs listed in this contract will require utilization of the Coordinated Entry System . Additionally, the Contractor will work closely with County staff and multiple nonprofit providers through the weekly Housing Resource Team (HRT) meetings to coordinate permanent and interim housing referral and placements.

Description of Services:

B2H – Interim Housing

Contractor shall provide services related to leasing, and facility operations for the following B2Hhousing projects:

Empire Mine Cottages facility operations:

CONTRACTOR will:

- 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.
- Secure a resident manager who will live at the site to 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.
- Operate the building in compliance with current County and City zoning.
- 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.
- Abide by all terms contained the separate ground lease agreement between the County and the Contractor.

Purdon House Leasing and facility operations:

Contractor shall provide services related to the continued leasing and facility operations for the Purdon House as follows:

CONTRACTOR will:

- Maintain a master lease agreement for the Purdon House interim program.
- Provide administrative oversight of the Purdon House, acting as the liaison between tenants, landlord, and the County.
- Ensure that the property is properly managed and maintained; ensuring that the property remain clean and habitable to protect both tenants and neighbors.
- Work closely with Behavioral Health and the Housing Resource Manager to utilize the house as an interim option for individuals and households “in Transition.” In transition is defined as individuals and households moving between community settings (i.e. jail to treatment, Hospital to shelter, treatment to recovery residence, shelter to interim or permanent housing etc.). Under this interim model, stays should not last longer than 28-days unless expressly authorized by Behavioral Health staff and/or the County Housing Resource Manager.

Prop 47 Diversion house rehabilitation and facility operations:

Contractor shall provide services related to rehabilitation and facility operations for the Prop 47 Diversion House as follows:

CONTRACTOR will:

- Ensure all required rehabilitation of the property meets inspection requirements, including compliance with all health and safety codes.
- Ensure all rehabilitation activities on the project site are performed by licensed and bonded, qualified contractors in good standing to do business in the County of Nevada.
- Ensure that all work performed conforms with the state prevailing wage requirements.
- Comply with all provisions contained in a separate ground lease agreement. Under that agreement, contractor agrees that all work performed to renovate the project and subject to reimbursement under this contract shall be to the benefit of the Diversion Program and to the County as property owner and therefore shall be considered property of the County and that furnishings, computers or any item purchased with contracted funds shall be the property of the County and will be surrendered upon request of termination of this contract.
- In coordination with the COUNTY, produce a rehabilitation schedule to complete agreed upon work to bring the site into compliance with the overall program development vision and as outlined by the timeline submitted for awarded funds through the Community Services Infrastructure (CSI) grant program.
- 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.
- Ensure all units have smoke and CO2 detectors.
- Bring the building up to current state, county, and local health and safety codes, and

applicable City of Grass Valley building and development codes.

PSH

Contractor shall provide services related to leasing facility operations for the PSH program as follows:

CONTRACTOR will:

- 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 continuation in housing programs.

PSH Tenant Referral, Selection, and record maintenance:

- Determine applicant's eligibility for PSH based on the following criteria:
 - High degree of vulnerability as indicated by Vulnerability Index 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 housing programs (i.e. Prop 47, MHSA, HUD, 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 PSH Housing Program.
- Perform quarterly reviews and update the housing case files to keep documentation current.

LLP and Rental Assistance

Contractor shall provide housing coordination services related to actively increase permanent

housing placements for households who are homeless or at-risk of homelessness. Contractor will recruit and retain landlords and collaborate with local homeless service and housing providers, the Regional Housing Authority and local housing groups. Services will be in accordance with Housing First core principals and client selection and referral will utilize the Coordinated Entry By-Name List.

CONTRACTOR will work with County Staff to implement an LLP consisting of:

- A centralized program contact and phone number for landlords to call when they have unit or when they need help with an issue related to a tenant. The contact must be reachable during business hours and follow up must be within one business day.
 - Prospective Tenant focused Housing Search Assistance:
 - help negotiate leases,
 - attend landlord meeting with tenants,
 - participate in unit inspections,
 - assist in prompt payment of move-in costs and other costs associated with securing rental of the unit.
- Establishment of a Landlord Risk Mitigation fund – these funds will be accessible to landlords who sign a year lease and during that lease term incurred excessive damage to a unit beyond the security deposit up to a maximum amount to be determined by the LLP in line with allowable amounts set forth in grant and funding agreements.
- Landlord tenant conflict mediation – The LLP shall provide neutral mediation services to address tenant issues and behaviors that are deemed to be in violation of the lease agreement.
- Landlord incentives – flexible funds provided to landlords to incentive participation in the program, These funds can be used flexibly for a variety of purposes including but not limited to: bringing units to habitability standards, small repairs and appliance replacements, accepting clients who are deemed to have poor credit
- Landlord tenant education services – programs and services provided in groups or one-on-one designed to educate tenants and landlords about rights and responsibilities, lease requirements and fair housing.
- Develop specialized eviction prevention and mediation services with the goal of preventing evictions – staff will provide intensive support to avoid evictions. This include face-to-face meetings between landlord and tenants and offering relocation of tenants.
- Conduct, quarterly, landlord surveys and or forums to educate on program services and housing for the target population.
- Outreach and collaborate with community providers.
 - Develop and distribute a brochure or flyer that communicates program to county case managers and local service providers.
 - Outreach to leadership of community organizations to provide information on the services and attend staff meetings as request.
 - Coordinate with Housing Specialists to provide appropriate Housing Coordinator representation at relevant collaborative meetings with the county and other service providers, such as Coordinated Entry By-Name List.
- 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

- Implement outreach to County funded recovery residency programs to ensure early identification of people experiencing homelessness who successfully complete treatment, enter Recovery Residencies and are in need of housing navigation services prior to exiting recovery residency. Ensure every person entering Recovery Residency is connected to the LLP
- 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 that usage of rental assistance funds such as HHAP and CESH was in line with eligible activities for each source and work with County staff to submit quarterly and annual reports as needed.

Provisions pertaining to B2H, Prop 47 DIVERSION and PSH programs:

CONTRACTOR will:

- Maintain and update (as needed when standards, guidance or requirements change) Policies and Procedures (P & P) Manual for all program housing. The manual, at a minimum, will include information on:
 - Specific Program house eligibility requirements
 - Referral and intake processes
 - Verification processes
 - 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.
- Enter all housing program participant information into Homeless Management Information Systems (HMIS).
- Coordinate with County staff to submit progress reports as indicated by agreements with grantors in grant agreements.
- Assist with the Technical Submission of the HUD grant renewals, amendments and extensions in collaboration with the Continuum of Care and the County
- Provide Quarterly and Annual Reports broken down by program 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.

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.
- 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 staff 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.

Additional provisions pertaining to B2H and PSH housing acquisition and rehabilitation:

- Contractor will work in partnership with the County staff and behavioral health staff to assess the viability of future interim housing projects as funding becomes available and to complete steps related to submitting funding applications for projects.

Performance Measures and reporting requirements:

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

Data elements for B2H, Prop 47 DIVERSION, PSH and LLP programs will include:

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

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

Reporting requirements for B2H, Prop 47 DIVERSION, PSH and LLP programs will include:

- CONTRACTOR shall submit a final annual report to COUNTY which reflects progress made in implementing the services and achieving any outcomes set forth in the Scope of Services exhibit, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.
- CONTRACTOR is required to enter each client, who has completed a valid release of information, into the HMIS database within one (1) week of data collection. HMIS Entry/Exit, Update and Annual Assessment forms should be utilized to ensure all necessary data elements are being collected and entered into HMIS. Failure to input complete, accurate and timely client and program information into HMIS may result in payment delay.
- CONTRACTOR shall submit monthly reports to County Contract Administrator using the required COUNTY format, which may include "canned" reports out of HMIS, by the 10th of each month for the previous month. Reporting will include:

Individuals/Families Housed –Total unduplicated count of individuals and families served, number of new intakes, referral source, barriers to housing, household sources and amounts of income, living situation prior to housing, whether household was successfully housed and if housing was transitional, permanent, and/or included housing voucher, length of time until housed, and case management and specific services provided to address barriers. Client notes in HMIS should include applicable narrative about the client and resolutions to housing barriers.

Housing Services Monthly Summary –Short narrative of the program's challenges, issues with participants, landlords, and/or case managers from the previous month. The narrative report should also include identifying any common client barriers to housing.

Landlord Activity –Maintain a database detailing 1) monthly efforts to recruit and retain landlords/property managers, including dates and individuals/companies contacted, and 2) new landlords willing to rent to clients including the number and types of unit(s) available, associated rents and any rental or applicant conditions.

Data Elements for the Landlord Liaison Program will include:

- o Number of landlords contacted per quarter
- o Number of housing placements made per quarter
- o Landlord incentives provided by type and per quarter
- When and where program participants are placed, funded and/or receive services using a specific funding sources identified in Ex. B of this contract, the CONTRACTOR will implement a system within HMIS to allow for reports to be created specific to the funding sources. Example 1: CONTRACTOR provides rental assistance to a client in an B2H program utilizing Homeless Housing Assistance Program (HHAP) funding, and an HMIS report can be produced that shows only clients receiving funding from that source. Example 2: If funding provided through this contract is used to provide a landlord incentive, a report can be produced showing what sources were used to provide the incentive.

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 Eight Hundred Eighty-Four Thousand Eighty-Five Dollars (\$884,085) for the performance of all services to be provided under this Agreement.

The contract maximum is based on the estimated budget in "Attachment A".

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
- Rental assistance and landlord incentive payments
- Renovation expenses by program
- 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

ATTACHMENT "A"
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

Estimated Budget July 1, 2021 – June 30, 2022

Operations	<u>Winters Haven</u>	<u>Home Anew</u>	<u>PSH-Other</u>	<u>Prop 47 (Brunswick/Washington)</u>	<u>B2H (Empire Mine Cottages)</u>	<u>B2H (Purdon)</u>	<u>HHAP Master Lease</u>	<u>CESH</u>	Total
Leases, Rents, Utilities	\$ 27,467	\$ 138,943	\$ 0	\$ 11,000	\$ 30,000	\$ 41,100	\$ 95,000	\$ 0	\$ 343,510
Other Direct Costs: Supplies, M&R, Ins, Legal, etc.	0	0	12,982	15,000	90,000	4,200	0	0	122,182
Rental Assistance	0	0	0	0	0	0	0	51,500	51,500
Landlord Incentives	0	0	0	0	0	0	0	10,000	10,000
Renovation	0	0	0	276,522	0	0	0	0	276,522
Subtotal Operations	27,467	138,943	12,982	302,522	120,000	45,300	95,000	61,500	803,714
Indirect 10%	1,753	8,869	7,317	30,252	12,000	4,530	9,500	6,150	80,371
Total Expenses	\$ 29,220	\$ 147,812	\$ 20,299	\$ 332,774	\$ 132,000	\$ 49,830	\$ 104,500	\$ 67,650	\$ 884,085

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iii) **Workers' Compensation:** Contractor affirms under penalty of perjury they are independent and without employees. Contractor further agrees to waive all rights to Workers' Compensation benefits for any accident for bodily injury or disease. Contractor affirms they carry Health Insurance Policy, Healthcare Service Plan, or Disability Insurance covering Contractor for bodily injury or disease. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance.
- (iv) **Professional Liability** (Errors and Omissions) Insurance covering **medical malpractice** and information privacy coverage with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that

County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

Services related to creating housing opportunities for vulnerable homeless residents of Nevada County through the acquisition and maintenance of housing for eligible homeless participants in County Housing and Community Services (HCS) programs.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$884,085

Contract Start Date: 7/1/2021 **Contract End Date:** 6/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING

Commercial General Liability (\$2,000,000)	1589-50601-451-7000
Automobile Liability (\$1,000,000)	
Professional Errors and Omissions (\$1,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County Health and Human Services Agency, Housing and Community Development Division

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: Mike Dent
Email: Mike.Dent@co.nevada.ca.us
Phone: (530) 265-1410

CONTRACTOR:

Nevada County Housing Development Corporation

Address P.O. Box 5216
City, St, Zip Auburn, California 95604
Attn: Jennifer Price
Email: jprice@amihousing.org
Phone: (530) 878-5088

Contractor is a: (check all that apply)

Corporation: Calif., Other, LLC,

Non-Profit: Corp Yes

Partnership: Calif., Other, LLP, Limited

Person: Individ., Dba, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements