



RESOLUTION No. 24-319

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO APPROVE AMENDMENT NO. 1 TO EXTEND THE CONTRACT BETWEEN NEVADA COUNTY AND NEVADA COUNTY HABITAT FOR HUMANITY FOR AN OWNER- OCCUPIED HOUSING PROJECT THROUGH OCTOBER 1, 2024

WHEREAS, on October 24, 2023, per Resolution 23-532, the Nevada County Board of Supervisors authorized the execution of a contract and deed restriction between Nevada County and Nevada County Habitat for Humanity to develop and construct an owner-occupied housing project to a lower-income household through the use of the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) funds in the amount of \$171,000; and

WHEREAS, Nevada County's adopted PLHA plan includes development of owner-occupied housing as well as affordable rental housing; and

WHEREAS, the parties desire to amend their Agreement to extend the contract termination date to October 1, 2024, for completion of the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Contract with Habitat for Humanity in the amount of \$171,000 for the contract term of August 2, 2023, through October 1, 2024, 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 Amendment No. 1 on behalf of the County of Nevada, and that the Housing and Community Services Director is authorized to execute any future additional required amendments and program documents.

Funds to be disbursed from account: 1631-50609-451-1020 / 521520; 1631-50609-451-1030 / 521520; 1631-50609-451-1040 / 521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of June 2024, by the following vote of said Board:

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

Noes: None.

Absent: Hardy Bullock.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

**AMENDMENT NO. 1 TO THE CONTRACT WITH NEVADA
COUNTY HABITAT FOR HUMANITY (RES 23-532)**

THIS AMENDMENT is executed this June 25, 2024, by and between NEVADA COUNTY HABITAT FOR HUMANITY, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on October 24, 2023, per RES 23-532); and

WHEREAS, the Contractor operates to develop and construct a for-sale housing project to a lower-income home buyer; and

WHEREAS, the parties desire to amend their Agreement to extend the date of contract termination to October 1, 2024 for completion of the project.

NOW, THEREFORE, the parties hereto agree as follows:

1. That this Amendment No. 1 shall be effective as of June 30, 2024.
2. That the Schedule of Charges and Payments, Exhibit "B" are amended as attached hereto and incorporated herein.
3. 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: LSK

Chair of the Board of Supervisors

ATTEST:

By: me ll
Clerk of the Board

CONTRACTOR:

By: Lorraine Larson
Lorraine Larson (Jun 18, 2024 11:21 PDT)

Nevada County Habitat for Humanity
236 S Church Street
Grass Valley, CA 95945

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

For satisfactory performance of services in accordance with Exhibit "A", County shall pay Contractor in accordance with the schedule listed below.

Contractor may shift amounts among budget lines with prior written approval from the Housing and Community Services Director or designee. If budget changes are made, Contractor will work with County to complete budget modifications prior to submitting an invoice for payment.

Project Budget:
August 2, 2023 through October 1, 2024

Permits and fees	\$39,700
Design Plans	\$4,500
Construction Materials and Household Systems	\$122,700
Subcontracting Labor Costs	\$4,100
Total Expense	\$171,000

Contingency

Contract maximum is contingent and dependent upon the County's annual receipt of anticipated State/Federal Funds for contract services.

Billing and Payment

Contractor shall invoice on a monthly basis according to the budget categories listed above and with detailed backup to support costs incurred. Invoices submitted by Contractor will be subject to final acceptance by the County contract manager(s).

Submit all invoices to:

Nevada County Housing & Community Services Address:
Attn: Angela Masker
950 Maidu Ave
Nevada City, CA 95959
Angela.masker@nevadacountyca.gov
(530) 265-1625

County shall review each invoice for supporting documentation, dates of services, and costs of services as detailed previously. Should there be a discrepancy on the invoice, said invoice will be returned to Contractor for correction and/or additional supporting documentation. Payments will be made in accordance with County processes once an invoice has been approved by the Department.

The County will make payment within thirty (30) days after the billing is received and approved by the County contract manager. Unless otherwise agreed to by the County, all payments shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

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.