



# RESOLUTION No. 20-102

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH FREED INDEPENDENT LIVING CENTER, D/B/A FREED FOR FUNDING TO ADMINISTER THE SOARWORKS PROGRAM TO ELIGIBLE CLIENTS TO REVISE EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT AN INCREASE IN HOUSING FINANCIAL ASSISTANCE DUE TO SAVINGS IN PERSONNEL COSTS FOR THE TERM OF JULY 1, 2018 THROUGH JUNE 30, 2020 FOR FISCAL YEAR 2019/20 (RES 18-424)

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

WHEREAS, on August 14, 2018, per Resolution 18-424, the Nevada County Board of Supervisors authorized the execution of the renewal Personal Services Contract 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 parties desire to revise Exhibit "B" Schedule of Charges and Payments to reflect an increase to Housing Financial Assistance due to savings in Personnel costs for Fiscal Year 2019.

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 Personal Services Contract by and between the County and FREED Center for Independent Living d/b/a FREED for the provision of services pertaining to assisting individuals with disabilities who are experiencing homelessness to apply for disability benefit programs while also providing housing assistance for the term of July 1, 2018 through June 30, 2020 in the total maximum amount of \$282,083, not to exceed \$131,095 for Fiscal Year 2018/19 and \$150,988 for Fiscal Year 2019/20, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 1 on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50105-494-5001/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of March, 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

3/24/20 cc: DSS\*  
A-C\* (Hold)

3/31/2020 cc: DSS \*  
FREED (1)  
A-C\*

**AMENDMENT #1 TO THE RENEWAL CONTRACT WITH FREED CENTER FOR INDEPENDENT LIVING D/B/A FREED (RES 18-424)**

**THIS AMENDMENT** is dated this 24<sup>th</sup> day of March 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 Personal Services Contract, executed on August 14, 2018 per Resolution No. 18-424; 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 revise Exhibit "B" Schedule of Charges and Payments to reflect an increase in Housing Financial Assistance due to savings in Personnel costs for Fiscal Year 19/20, by reallocating of funds between line items. There is no change to the contract amount.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of March 24, 2020.
2. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" 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: Heidi Hall  
Heidi Hall  
Chair of the Board of Supervisors

ATTEST:

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

CONTRACTOR:

By: Ana Acton  
Ana Acton, Executive Director  
FREED Center for Independent  
Living 435 Sutton Way  
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 \$282,083 for the entire contract term of July 1, 2018 through June 30, 2020. The maximum amount shall not exceed \$131,095 for FY 18/19 and shall not exceed \$150,988 for FY 19/20. The contract maximum for each fiscal year is based on the following project budget:

Budget	Category	Expense FY 18/19	Expense FY 19/20	Narrative
Case Manager/Housing Coordinator	Personnel	\$ 21,862	\$ 33,179	0.29 FTE FY 18/19; .645 FTE FY 19/20. Annual salary \$37,170 and Benefits
SOAR Counselor/ Disability Advocate	Personnel	\$ 15,568	\$ 5,574	0.45 FTE FY 18/19; .15 FTE FY 19/20. Annual salary \$37,170 and Benefits
Outreach	Operating	\$ 1,200	\$ 1,200	Outreach per exhibit "A" (includes travel costs)
Office Supplies	Operating	\$ 953	\$ 933	2 Laptop, 1 desk computer, workstation, postage, paper, etc. under \$5,000 per item.
Housing Financial Assistance	Operating	\$ 75,000	\$ 91,601	Direct assistance per exhibit "A"
Administrative Indirect Cost Rate	Personal/ Operating	\$ 16,512	\$ 18,501	10% indirect cost rate and includes rent, utilities, communication, security, and legal fees.
<b>TOTAL EXPENSES</b>		<b>\$ 131,095</b>	<b>\$150,988</b>	

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