



RESOLUTION No. 25-517

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT WITH NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION, DBA AMI HOUSING, FOR PHASE I PROJECT EFFORTS SUPPORTING HOMEKEY+ CONDITIONAL AWARD OF FUNDS DATED MAY 20, 2025, FOR PERMANENT SUPPORTIVE HOUSING IN THE MAXIMUM AMOUNT OF \$236,250 FOR THE CONTRACT TERM OF NOVEMBER 18, 2025, THROUGH JUNE 30, 2027 AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH BUDGET FOR FISCAL YEAR 2025/26 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Nevada County Housing Development Corporation dba AMI Housing herein referred to as "AMI Housing" is a local non-profit organization that provides housing and housing related supportive services to Nevada County's homeless population with mental health needs; and

WHEREAS, the Nevada County Behavioral Health Department received approval from this Board to apply for Homekey+ funding (RES 25-476) as the Applicant with AMI Housing as Co-applicant; and

WHEREAS, on May 20, 2025 the County and AMI Housing received notice of conditional award of Homekey+ funds totaling \$5,351,453 for the purchase and renovation of four scattered site houses to develop twenty-four beds of Permanent Supportive Housing (PSH); and

WHEREAS, the County is required to initiate a contract with AMI Housing for all-encompassing project management including but not limited to, design services, construction renovations, construction management and full project management for each site; and

WHEREAS, the grant guidelines require the houses to receive a certificate of occupancy within twelve months of award making time of the essence in moving forward; and

WHEREAS, it is in the best interest of the County to approach this project in two phases to ensure full completion within the project timeline; and

WHEREAS, Phase I will include design services and project management support; and

WHEREAS, upon final approval of the Homekey+ grant award agreement, the Department will return to the Board for grant acceptance approval, and a request to expand the contract with AMI Housing for Phase II which will include construction renovations for each site, construction management and project management.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California hereby approves this Contract award to AMI Housing in the not to exceed amount of \$236,250 for Phase I Project Homekey + for the term beginning November 18, 2025, through June 30, 2027 and authorizes the Director of Behavioral Health to execute the contract on behalf of the County of Nevada and directs the Auditor-Controller to release \$230,000 of fund balance in Fund 1589 and amend Behavioral Health's budget as follows:

Fiscal Year 2025/26

Expenditure: 1589-40115-493-2200 / 540300 \$236,250

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 18th day of November 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: Tine Mathiesen

Heidi Hall
Heidi Hall, Chair

**AGREEMENT BETWEEN
THE COUNTY OF NEVADA
AND NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION FOR
HOUSING DEVELOPMENT SERVICES**

THIS AGREEMENT entered this November 18, 2025, by and between the County of Nevada (herein called the "Applicant") and Nevada County Housing Development Corporation (herein called the "Co-Applicant").

WHEREAS, the Applicant and Co-Applicant received notice of conditional award of Homekey+ funds totaling \$5,351,453 on May 20, 2025 for the purchase and renovation of 4 scattered site houses to expand the Departments Permanent Supportive (PSH) project by 24 beds; and

WHEREAS, the project entails significant improvements/renovations to each site that will require architectural services; and

WHEREAS, the grant guidelines require the houses to receive a certificate of occupancy within 12 months of award making time of the essence in moving forward with architectural designs for each site; and

WHEREAS, the Co-applicant completed a competitive Request for Proposal process to secure architectural services of the project locations and has selected a qualified architecture firm; and

WHEREAS, the grant award includes \$236,250 in funding in the development budget to cover the costs of these services.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE – Phase One

A. Activities

The Co-Applicant will be responsible for administering a portion of awarded funds to cover the costs of architectural services to create plans for the four scattered-site locations that will accommodate 24 total bedrooms across the four sites.

The Co-applicant will administer all tasks related to contracting with the selected firm, provide oversight of the firm's work in line with the contracted Scope of Services, and reimburse the firm as agreed in said contract.

B. Contracted Scope of Services

Contractor shall provide all plans and specifications needed to complete

construction for each of the four scattered sites. Contractor will be tasked with developing plans and specifications for all of the sites and advise as to alternative concepts for value engineering and cost saving solutions. Contractor shall prepare and submit all required design documents in accordance with applicable county, city, and state regulations.

Contractor will process documents through the appropriate building department for permits.

C. Performance Monitoring

The Co-Applicant will monitor the performance of the firm against the scope of services and deliverables as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within two weeks reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

The agreement shall start on the 18th day of November 2025 or as soon as this agreement takes effect and ends on the 30th day of June 2027.

III. BUDGET

Scattered Site Architectural costs

Architectural services cost	\$225,000
Administrative costs	\$11,250
Grand Total	\$236,250

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$236,250. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director and or his/her designee. The County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

With the submission of original monthly bills, together with proper support documentation, for the services described in Section A. of this Agreement, the Subgrantee will be reimbursed on a monthly basis.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:

Ryan Gruver, Director HHSA

County of Nevada

950 Maidu Ave

Nevada City CA 95959

Phone: (530) 265-1645

Fax: (530) 265- 9860

Subgrantee:

Jennifer Price

AMI Housing, Inc

PO Box 5216

Auburn CA 95604

(530) 878-5088

VI. GENERAL CONDITIONS

A. General Compliance

The Subgrantee is responsible for compliance with all performance, reporting and monitoring requirements laid out in Sections 3 through 20 of the Amended and Restated Subcontract Agreement 20456-CA BHBH-NEVADA-01 as it pertains to the Subgrantee's specific project as identified in Section I(A) of this agreement. The Subgrantee is also required to be in compliance with conditions laid out in Attachments B, C, F. The Subgrantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Subgrantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subgrantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subgrantee is an independent contractor.

C. Hold Harmless

To the fullest extent permitted by laws and regulations, Subgrantee shall indemnify, defend and hold harmless County and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Subgrantee, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The Subgrantee's indemnification obligation shall apply whether or not the act giving rise to such claims, damages, losses and expenses is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

The Subgrantee shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subgrantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subgrantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subgrantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

B. Reporting and Payment Procedures

1. Program Income

No Program Income is anticipated.

2. Indirect Costs

Indirect costs will not be allowed under this program.

3. Payment Procedures

The Grantee will pay to the Subgrantee funds available under this Agreement based upon information submitted by the Subgrantee and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subgrantee, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subgrantee accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subgrantee.

C. Procurement

1. Compliance

The Subgrantee shall comply with current Grantee policy concerning the purchase of equipment, goods, and services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

1. Labor Standards

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The Grantee's failure to act with respect to a breach by the Subgrantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subgrantee for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic,

oral, or written between the Grantee and the Subgrantee with respect to this Agreement.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

County of Nevada

By _____
Title: _____
Phebe Bell
Behavioral Health Director, HHSA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Counsel

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

DIVISION OF STATE FINANCIAL ASSISTANCE

651 BANNON STREET, SUITE 400, SACRAMENTO, CA 95811
P. O. BOX 952054, SACRAMENTO, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



May 20, 2025

Phebe Bell, Director
Department of Behavioral Health
County of Nevada
950 Maidu Avenue
Nevada City, CA 95959

Jennifer Price, CEO
Advocates for Mentally Ill Housing, Inc.
3123 Professional Drive, Ste. 210
Auburn, CA 95603

Dear Phebe Bell and Jennifer Price,

RE: Conditional Award For Single-Family Scattered Site Housing, Commitment and Acceptance of Terms and Conditions
Homekey+ Program, Notice of Funding Availability (NOFA), Fiscal Year 2025/2026
Eligible Applicant: County of Nevada
Co-Applicant: Advocates for Mentally Ill Housing, Inc.
Project: Nevada County Permanent Supportive Housing Expansion Project
Contract No. 24-HK+-18617

The California Department of Housing and Community Development ("Department" or "HCD") issued a Homekey+ Program, Notice of Funding Availability ("NOFA") on November 26, 2024, and subsequently amended it on January 31, 2025. The NOFA outlines the process for Eligible Applicants to request grant funding for eligible projects. Among the eligible projects listed in NOFA §202, Single-Family Scattered Site ("SFSS") housing projects may seek funding under the requirements in NOFA §303. SFSS projects are a form of scattered site housing that consists of any combination of multiple single-family homes, duplexes, and/or triplexes. The Department recognizes that the SFSS housing model differs from other eligible project types, and therefore the NOFA requires the following accommodations to successfully obtain Homekey+ grant funds:

1. Allows for specific deliverables to be submitted after the initial application submittal, as set forth in NOFA §303 and in Part II below;
2. The issuance of this Conditional Award letter with specific Terms and Conditions; and
3. Full review of the application after the Applicant meets the Terms and Conditions to finalize the award as specified in Part III.

After an initial review of the application package for the above reference project, the Department is pleased to inform you of this Conditional Award to the County of Nevada and Advocates for Mentally Ill Housing, Inc. ("Awardees"). This Conditional Award is a reservation of funds in the amount up to \$5,351,453 (the "Conditional Award") and includes funding for the following eligible uses:

Homekey+ Program, NOFA, Conditional Award Commitment
County of Nevada and Advocates for Mentally Ill Housing, Inc.
Contract No. 24-HK+-18617
May 20, 2025
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Program	Award Amount	Contract Number
Capital Award- Up to	\$4,641,430	24-HK+-18617
Relocation Award	\$0	24-HK+-18617
Operating Award- Up to	\$710,023	24-HK+-18617
Homekey+ Award Total- Up to	\$5,351,453	24-HK+-18617

This Homekey+ Program NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases.

The Conditional Award is based on and subject to the Applicant Representations and the Terms and Conditions of Conditional Award, both as further specified and described in this notice of the Conditional Award (the “**Conditional Award Commitment**”). This Conditional Award may only be accepted by timely delivery of a fully executed Acceptance of Terms and Conditions of Conditional Award form to the Department (an executed copy of this form is enclosed herein).

I. Applicant Representations – Basis of Conditional Award

In response to the above-mentioned NOFA, the Awardee(s) submitted an application for grant funding of the Project (that application, and all communications and documentation submitted to the Department in support thereof, the “**Application**”).

The Department is making this Conditional Award to the Awardee(s) on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardee(s) submitted as part of the Application (the “**Applicant Representations**”). Due to the accommodations for SFSS projects detailed above, the Department could not perform a full review of the Application and has instead performed a limited review of the Application. All Applications for SFSS housing projects shall be subject to a full threshold review, scoring assessment, and feasibility review following the submittal of a complete Application with all supporting documentation, as set forth in Part III of this Conditional Award.

The Department may rescind this Conditional Award if the Department discovers, at any time, that the Applicant Representations included material misrepresentations or omissions, regardless of whether or not such misrepresentations or omissions were innocent, unintentional, and/or based upon belief.

II. Terms and Conditions of Conditional Award

The Department may rescind this Conditional Award if any of the terms and conditions enumerated in this Section II (the “**Terms and Conditions of Conditional Award**”) are not timely satisfied. The Terms and Conditions of this Conditional Award and their corresponding timelines are described below.

All timelines shall be calculated in calendar days. Any deadline falling on a weekend or State of California holiday shall be extended to the next business day.

If the Terms and Conditions of the Conditional Award are satisfied within the timelines specified below, the Department will 1) provide written notification to the Applicant via electronic mail; and 2) initiate a final review of the Application and all supporting documentation to finalize the award as specified in Part III of this Conditional Award.

A. Timely Delivery of Program Requirements

The Applicant shall meet the requirements in NOFA §303 Single-Family Scattered Site Housing Requirements, along with all other threshold requirements, no later than sixty (60) and ninety (90) days of the Conditional Award as described in Part II of this Conditional Award. The deliverables must be submitted to HomekeyClarify@hcd.ca.gov no later than 5:00 PM on the deadline listed below. The Department may agree to a one-time extension of fifteen (15) calendar days of the deadlines below if the Applicant demonstrates substantial necessity based on the Department’s sole and absolute discretion.

Deliverables	NOFA Section	Deadline
Evidence of Site Control	300(x)	Monday July 21, 2025
A Preliminary Title Report dated within 60 days of initial conditional award	300 (xi)	Monday July 21, 2025
Relocation Assistance Narrative	300(xvii)	Monday August 18, 2025
Appraisal(s) within 12 months of submittal	300(xiii)	Monday August 18, 2025
Physical Needs Assessment or other Evidence of Rehabilitation Costs	300(xiv)	Monday August 18, 2025
Environmental Site Assessment	300(xvi)	Monday August 18, 2025
Updated Authorizing Resolutions	300(vi)(a)	Monday August 18, 2025

Supportive Services Plan, including budget	302	Monday August 18, 2025
Completed Local & Environmental Verification Form for each site	300(xiii)	Monday August 18, 2025
Updated Equity Statement	300(viii)	Monday August 18, 2025
Engaging the Target Population Statement	300(ix)	Monday August 18, 2025
Updated Development Plan	300(xii)	Monday August 18, 2025
Updated Rehabilitation Description	300(xiv)	Monday August 18, 2025
Enforceable Funding Commitment(s)	300(xviii)	Monday August 18, 2025
Housing Site Map, if applicable	300(xxi) (d)	Monday August 18, 2025
Minimum Project Score of 100	305	Monday August 18, 2025

B. Timely Execution of Acceptance of Terms and Conditions of Conditional Award Form

The Awardee(s) shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date of this Conditional Award Commitment. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to Homekey@hcd.ca.gov.

III. Finalizing the Application

Upon the receipt of the deliverables listed in the Terms and Conditions of Conditional Award, the Department will review the Application and supporting documentation to determine if the project meets all program requirements to pass the threshold, scoring, and feasibility stages of review. The Department will notify the Applicant if the project has been awarded or if the Applicant failed to meet the requirements and the Conditional Award will be rescinded.

Your contract is assigned to a Single Point of Contact (SPOC), Lisa Blaskoski HCD Rep II DSFA lisa.blaskoski@hcd.ca.gov, which will serve as your contact for any and all inquiries related to this project. Should you have any changes to the status or make-up of your project, please communicate these changes as soon as possible to your assigned SPOC.

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Congratulations on your successful Application. For further information, please contact your SPOC as outlined in Section III above.

Sincerely,



Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

California Department of Housing and Community Development

Homekey+ Program Notice of Funding Availability Acceptance of Terms and Conditions of Conditional Award

County of Nevada and AMI Housing Inc. ("Awardee(s)")
Nevada County Permanent Supportive Housing Expansion Project ("Project")

Homekey+ Program NOFA award totaling up to \$5,351,453 ("Conditional Award"), as detailed below:

Program	Award Amount	Contract Number
Capital Award- Up to	\$4,641,430	24-HK+-18617
Operating Award- Up to	\$710,023	24-HK+-18617

By signing this Acceptance of Terms and Conditions of Conditional Award, the Awardee acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, May 20, 2025, in connection with the Project.

This Homekey+ Program NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases.

Phebe Bell, Director, Department of Behavioral Health
County of Nevada

Date

Jennifer Price, CEO
Advocates for Mentally Ill Housing, Inc.

Date

**** For HCD Use Only ****

Authorized Representatives Verified
 All Parties Signed
Date Received: _____