



# RESOLUTION NO. 18-530

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

### RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL PERSONAL SERVICES CONTRACT WITH NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION (NCHDC) (RESO 18-387)

WHEREAS, the Board of Supervisors approved a renewal contract with Nevada County Housing Development Corporation (NCHDC) on August 14, 2018 per Resolution 18-387 for the Contractor to provide services related to Behavioral Health's community-based housing projects, housing for residents with a mental health disability, and reimbursement for lease/rental agreements for authorized program participants for the Contract term of July 1, 2018 through June 30, 2019; and

WHEREAS, the parties desire to amend their Contract to: increase the Maximum Contract Price, amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum obligation.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to the Personal Services Contract by and between the County and the Nevada County Housing Development Corporation, pertaining to services related to Behavioral Health's community-based housing projects, housing for residents with a mental health disability, and reimbursement for lease/rental agreements for authorized program participants increase the Maximum Contract Price from \$226,303 to \$265,507 (an increase of \$39,204) due to the incorporation of Winters' Haven leasing portion of the project budget; and amend Exhibit "B", Schedule of Charges and Payments to reflect the increase in the maximum obligation for the contract term of July 1, 2018 through June 30, 2019, 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: 1589-40110-493-8301/521525; 1512-40110-493-1000/521520; and 1589-40110-493-8301/530800.

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 November, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward Scofield, Chair

11/13/2018 cc: BH\*  
AC\* (Hold)

12/06/2018 cc: BH\*  
AC\* (Release)  
NCHDC

**AMENDMENT #1 TO THE CONTRACT BETWEEN THE COUNTY OF  
NEVADA, BEHAVIORAL HEALTH DEPARTMENT, AND NEVADA COUNTY  
HOUSING DEVELOPMENT CORPORATION (RESO 18-387)**

**THIS AMENDMENT** is executed this 13th day of November, 2018 by and between NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION and COUNTY OF NEVADA. Said Amendment will amend the prior contract between the parties entitled Contract executed on August 14, 2018 (RESO 18-387); and

**WHEREAS**, the Contractor provides services related to Behavioral Health's community-based housing projects, housing for residents with a mental health disability, and reimbursement for lease/rental agreements for authorized program participants for the Contract term of July 1, 2018 through June 30, 2019; and

**WHEREAS**, the parties desire to amend their Contract to 1) increase the Maximim Contract Price from \$226,303 to \$265,507 (an increase of \$39,204) due to the incorporation of Winters' Haven leasing portion of the project budget, and 2) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

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

1. That Amendment #1 shall be effective as of July 1, 2018.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$265,507.
3. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By:   
Honorable Edward Scofield  
Chair, Board of Supervisors

Dated: 12/3/2018

CONTRACTOR:

By:   
Jennifer Price  
Chief Executive Officer

Dated: 11/20/18

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

**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 \$265,507 for the performance of all services to be provided under this Agreement.

**The contract maximum is based on the following project budget:**

Leasing/Rents	\$ 177,640
Housing Coordinator 1,690 hrs @ \$20/hr	\$ 33,800
CEO 260 hours @\$50/hr	\$ 6,500
Payroll Benefits: Taxes, W/C, Medical	\$ 12,694
Phone Allowance	\$ 600
Mileage @ IRS rate	\$ 4,636
Office Supplies	\$ 3,000
Accounting	\$ 2,500
Subtotal	\$ 241,370
Administration @ 10%	\$ 24,137
Grand Total	\$ 265,507

Contract reimbursement will be based on actual salary/benefits of Contractor's assigned staff and program expenses including leases.

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

Leases entered into by NCHDC and subleased to tenants under the SHP grants shall be reimbursed as follows: A set of twelve (12) monthly vouchers will be created for each tenant's lease and delivered to the Nevada County Behavioral Health Department as soon as they are fully signed. The vouchers will state the name of the tenant, the address of the leased housing, the due date, and the itemized amount(s) to be reimbursed according to the SHP grant terms, including any deposit(s).

County shall review the set of vouchers for a tenant 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 payment pending resolution of the cost(s). Payment of the first approved voucher for that tenant shall be made within thirty (30) days of receipt of complete, correct, and approved set of vouchers. For the remaining vouchers in the set, payment will be made by the County on or before the due date.



Contractor shall notify County immediately when a lease is terminated, and refund to County within thirty (30) days of receipt any payments made after termination.

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,
- Mileage,
- Office supplies
- Administrative costs calculated as 10% of the total of the month's expenses including all lease reimbursements due for that month (which are invoiced separately).

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

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 Behavioral Health Department  
Attn: Fiscal Staff  
500 Crown Point Circle, Suite 120  
Grass Valley, California 95945