## AMENDMENT #1 TO THE CONTRACT WITH NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION (RES 21-293)

**THIS AMENDMENT** is executed this 24<sup>th</sup> day of May 2022 by and between NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION, 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 July 13, 2021 per Resolution 21-293; and

WHEREAS, the Contractor provides 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; and

**WHEREAS**, the parties desire to amend their Agreement to increase the maximum amount from \$884,085 to \$1,018,000 (an increase of \$133,915) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price for the term of July 1, 2021 through June 30, 2022.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. That Amendment #1 shall be effective as of April 1, 2022.
- 2. That Maximum Contract Price, shall be amended to the following: \$1,018,000
- 3. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
- 4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

By:\_\_\_\_\_ Susan Hoek Chair of the Board of Supervisors

COUNTY OF NEVADA:

ATTEST:

By:\_\_\_\_\_ Julie Patterson-Hunter Clerk of the Board CONTRACTOR:

By: \_\_\_\_\_

Nevada County Housing Development Corporation PO Box 5216 Auburn, CA 95604

## 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 One Million Eighteen Thousand Dollars (\$1,018,000) 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

							HHAP		
				<u>Prop 47</u>	<u>B2H</u>		<u>Master</u>		
				<u>(Brunswick/</u>	(Empire		Lease/Br		
	<b>Winters</b>	<u>Home</u>	PSH-	<u>Washington</u>	Mine	<u>B2H</u>	<u>unswick</u>		
Operations	<u>Haven</u>	Anew	<u>Other</u>	)	<u>Cottages)</u>	(Purdon)	<u>Reno</u>	<b>CESH</b>	Total
Leases, Rents,									
Utilities	26,867	\$ 139,943	\$0	\$ 13,728	\$ 30,000	\$ 41,100	\$ 95,000	\$0	\$ 346,638
Other Direct									
Costs: Supplies,									
M&R, Ins, Legal,									
etc.	0	0	22,073	15,000	149,090	4,200	0	0	190,363
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	266,227	0	0	62,210	0	328,437
Subtotal									
Operations	26,867	139,943	22,073	294,955	179,090	45,300	157,210	61,500	926,938
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Indirect	2,353	11,869	8,226	30,525	17,909	4,530	9,500	6,150	91,062
Total Expenses	\$ 29,220	\$ 151,812	\$ 30,299	\$325,480	\$196,999	\$ 49,830	\$ 166,710	\$ 67,650	\$ 1,018,000