

**AMENDMENT #1 TO CONTRACT WITH  
SIERRA ROOTS (RES. 21-390)**

**THIS AMENDMENT** is executed this 28<sup>th</sup> day of September, 2021 by and between SIERRA ROOTS and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Professional Services Contract executed on August 24, 2021 per Resolution No. 21-390; and

**WHEREAS**, the Contractor provides temporary emergency shelter to homeless individuals and families who are unable to access Hospitality House during designated extreme weather or PSPS nights for the contract term of August 1, 2021 through June 30, 2022; and

**WHEREAS**, the parties desire to amend their agreement to revise Exhibit "A", "Schedule of Services", to include that the County will provide 24-hours notice before shelter opening, to allow for the shelter to remain open till 9:00 am on the final day of each operation, and clarify that capacity is capped at 15 when social distancing requirements are in effect, and revise Exhibit "B" Schedule of Charges and Payments to reflect an increase of \$5,753 in the total contract amount for additional staff time, cleaning costs, and training costs to ensure safe operations at the shelter.

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

1. That Amendment #1 shall be effective as of August 1, 2021.
2. That Section (§2) Maximum Contract Price, shall be changed to the following:  
\$41,283.
3. That Exhibit "A", "Schedule of Services", shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
4. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
5. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

CONTRACTOR:

By: \_\_\_\_\_  
Dan Miller  
Chair of the Board of Supervisors

By: \_\_\_\_\_  
Sierra Roots  
P.O. Box 2086  
Nevada City, California 95959

ATTEST:

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

**EXHIBIT “A”**  
**SCHEDULE OF SERVICES**  
**Sierra Roots, d/b/a Sierra Roots**

The County of Nevada Health and Human Services Agency, hereinafter referred to as “County,” and Sierra Roots, d/b/a Sierra Roots, hereinafter referred to as “Contractor” agree to enter into a specific contract for the Contractor to provide an Extreme Weather Congregate Sheltering Program (“Shelter”) to homeless residents living in the Nevada City jurisdiction of Nevada County.

Contractor will serve the Homeless population of the Nevada City area during the severe weather events, commencing on August 1, 2021 and continuing through June 30, 2022.

As directed by the County, Contractor shall operate an Extreme Weather and Public Safety Power Shutoff (“PSPS”) Shelter, for the provision of shelter for homeless households due to extreme weather or PSPS events pending authorization from the County and coordination with Public Health.

**Contractor Responsibilities:**

1. Participate in the CoC coordinating committee for the HUD designated January 2022 Point-in-Time Count and ensure that all participants in the program are counted.
2. Enter into a Memorandum of Understanding (“MOU”) agreement with County Facilities governing the use of the congregate site.
3. Contractor staff shall follow all state and local public health required COVID-19 guidelines pertaining to the use of Personal Protective Equipment (“PPE”), social distancing, and hand washing, and shall require all guests served under this Agreement to agree to the same as a condition of receiving shelter services.
4. Train all staff and volunteers on the staffing plan for the shelter operation and maintain compliance with all provisions outlined in the County-approved 2021 Sierra Roots policy and procedures manual.

**Shelter Operations:**

- Commence Operation of the Shelter when requested by designated County of Nevada Officials. The County will provide at least 24-hour notice before operations are to commence.
- The Shelter Occupancy shall not exceed 15 occupants, a capacity that has been determined to be adequate by Public Health Department staff to maintain social distancing for the size of the location.
- Unless advised otherwise by County Staff, the Shelter space shall open at 4:30 pm and close at 8 am the following morning. On the final day of operations of an authorized opening, the shelter shall be allowed to stay open till 9am, All personal property and supplies must be removed by the closing time unless authorized by the County Officials to be open the following evening and permission is given to leave items in the building.

- Maintain adequate level of staffing and/or volunteer support for safe operations of the shelter facility pursuant to the MOU. At no time will staffing be less than (2) staff persons.
- Provide monitoring support and community outreach outside of the facility from one half hour prior to opening until one half hour after closing to ensure that attendees are following all rules, regulations and applicable ordinances.
- Conduct outreach to the neighborhoods surrounding the shelter location. Provide contact phone information for shelter organizers to neighborhood groups or those who request it and follow up with the neighborhood related to impacts and any incidents tied to shelter operations.
- Program participants will be assigned placement on a first-come, first-serve model until the capacity determined by the County is reached.
- Households with Children shall be omitted from congregate shelter operations and will be provided accommodations, if available, at a hotel for the duration of the weather event. If a hotel is not available, contractor will contact County Staff to seek approval for family sheltering at the congregate site.
- Operations will comply with all terms and provisions of any Memorandum Of Understanding with the County (or any jurisdiction wherein the Shelter operates), including but not limited to, facility guidelines, conditional use permit requirements, and any and all Public Health Guidelines pertaining to COVID-19 requirements related to social distancing, use of PPE and proper hand washing and completion of all cleaning checklists for the facility that is used as the Shelter location.

**County shall:**

1. Coordinate and share information with the Contractor to ensure efficient and timely communication related to severe weather events and the opening of the Extreme Weather or PSPS Shelter.
2. Make available as needed Public Health staff to evaluate shelter location for compliance with Public Health guidelines, Contractor staff training needs related to COVID-19 prevention and guidelines, and for direct communication and coordination related to potential COVID-19 exposure resulting in the need for testing and/or contact tracing.
3. Assist Contractor in acquiring provisions of personal protective equipment ("PPE") as it pertains to the safe delivery of limited in-person service provisions and monitoring and oversight of the extreme weather or PSPS shelter.

**EXHIBIT “B”**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**Sierra Roots, d/b/a Sierra Roots**

The maximum contract price shall not exceed \$41,283 for the satisfactory performance of services as described in Exhibit “A” for the contract term of August 1, 2021 through June 30, 2022, and shall be in accordance with the budget shown below.

**Operating Budget – August 1, 2021 through June 30, 2022**

	<b>1-day</b>	<b>25 days (annual)</b>
<b>PERSONNEL:</b>		
Shelter Operation stipends (2 staff 4:30 pm – 8 am- 15.5 hrs/night @\$18/hr)	\$558	\$13,950
Shelter Coordinator stipend (\$200 per shelter night, plus volunteer training stipend)	\$200	\$5,320
Shelter Operation stipends for one Community Liaison 3:30p-9am (17.5 hours per night @\$20/hr)	\$350	\$8,750
Program Director oversight/outreach (up to 100hrs)		\$3,000
<b>OPERATIONS:</b>		
Supplies (Food, Kitchen Supplies)	\$120	\$3,000
Cleaning costs (laundry)		\$1,200
Printing, insurance, 8x8x10 storage rental		\$2,310
<b>10% Administrative Overhead</b>		\$3,7530
<b>TOTAL:</b>		\$41,283

Contractor may shift amounts among budget lines with prior written approval from the Housing and Community Services Director or designee.

**BILLINGS AND PAYMENTS:**

Contractor shall submit an invoice to County by the fifth weekday of each month following the month services were rendered. Each invoice shall include:

- Dates/Month services were rendered
- Cost of services rendered - identifying total direct costs
- Billing period covered
- Contract number assigned to the approved contract
- Supporting documentation per Exhibit “A”

Contractor shall submit monthly invoices for services to:

HHSA Housing and Community Services  
Attn: HCS Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

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