

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: April 7, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Memorandum of Understanding and Data Sharing Agreement between Plumas County and Sierra County regarding the Housing Tools Contract and the No Place Like Home (NPLH) Technical Assistance (TA) Grant

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Housing Tools Agreement

BACKGROUND INFORMATION: Please see attached Memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: NPLH TA Grant
AMOUNT: \$41,100.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: March 27, 2020
Date of Board Meeting: April 7, 2020

Requested Action: Memorandum of Understanding and Data Sharing Agreement between Plumas County and Sierra County regarding the Housing Tools Contract and the No Place Like Home (NPLH) Technical Assistance (TA) Grant

Mandated by:

Funding

Budgeted? Yes No

Revenue	\$41,100	No Place Like Home Technical Assistance Grant
Expenses	\$41,100	No Place Like Home Technical Assistance Grant
Difference	0	

Background Information: Plumas and Sierra County both applied for and accepted the Non-Competitive NPLH funds from the CA State Department of Housing and Community Development (HCD) in order to develop permanent supportive housing for individuals and families with serious mental health conditions who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness. Plumas County has entered into agreement with Housing Tools on behalf of both Plumas and Sierra Counties to conduct an affordable housing needs assessment for each county. Sierra County will pay half of all invoices for services provided by James Coles, dba Housing tools not to exceed \$41,100.00.

Potential Issues to consider: None

Alternatives or Impacts of disapproval:

**Memorandum of Understanding and Data Sharing Agreement
between Plumas County and Sierra County regarding
the Housing Tools Contract and the *No Place Like Home (NPLH)*
Technical Assistance (TA) Grant**

This agreement is entered into, by, and between Plumas County Behavioral Health and Sierra County Behavioral Health.

- I. **PURPOSE** - The purpose of this agreement is to set forth the terms and conditions for Plumas County Behavioral Health and Sierra County Behavioral Health in conjunction with the Housing Tools Contract and the *No Place Like Home (NPLH)* Technical Assistance (TA) Grant.
- II. **BACKGROUND AND AUTHORITY** – The purpose of the *No Place Like Home Program (NPLH)* is to provide financing for the development of permanent supportive housing for individuals living with serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.

No Place Like Home provides funding and tools that allow the California State Department of Housing and Community Development (HCD) to address affordability issues associated with creating housing units that are specifically set aside for persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless.

Under the program, HCD may make loans to reduce the initial cost of acquisition and/or construction or rehabilitation of housing and may set funds aside to subsidize extremely low rent levels over time.

- III. **PLUMAS COUNTY RESPONSIBILITIES** – Plumas County Behavioral Health will apply for and accept the Non-Competitive *NPLH* funds from the CA State Department of Housing and Community Development (HCD) in order to develop permanent supportive housing for individuals and families with serious mental health conditions who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness. Plumas County will enter into agreement with Housing Tools on behalf of Plumas and Sierra Counties.
- IV. **SIERRA COUNTY RESPONSIBILITIES** – Sierra County Behavioral Health will apply for and accept the Non-Competitive *NPLH* funds from the State Department of Housing and Community Development (HCD) in order to develop permanent supportive housing for individuals and families with serious mental health conditions who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness. Sierra County shall pay Plumas County Behavioral Health 50% of all invoices, not to exceed forty-one thousand, one hundred dollars (\$41,100.00), for services provided by James Coles, dba Housing Tools.

V. HOUSING TOOLS RESPONSIBILITIES

Phase 1, Threshold Documentation and Information on Homeless Services: Initial activities will be those necessary to plan and apply for the Non-Competitive *NPLH* funds, as well as provide needed information to each County for their Housing Element updates.

- Housing Tools will complete the required elements to meet the newly revised HCD threshold requirements for non-competitive *NPLH* funds as follows:
 - Review and research existing County data on homelessness; and current systems and resources, including those required for *NPLH* referrals, data collection, HMIS and the Coordinated Entry System, from August through October 2019;
 - Organize and facilitate meetings with the *NPLH* -required county and community stakeholder groups to solicit their input on needs, housing and services gaps, goals, strategies, activities and permanent supportive housing models from September through December 2019;
 - Write the Homeless Plan and present it to County staff, stakeholders, and each County Board of Supervisors in June 2020. The Plan will then be submitted to HCD in order to finalize meeting all of the State's threshold requirements for the eventual receipt of Non-Competitive *NPLH* funds.
- After completion of the Homeless Plan, Housing Tools will deliver to each County Planning Director and their staff a summary report of data on homeless needs, and information concerning local homelessness programs, to be used to update the Housing Element of the Plumas County and Sierra County General Plans. This deliverable is anticipated to be completed by March 2020. Housing Tools staff will be available to confer and answer questions about the information as necessary.

Phase 2, Affordable Housing Needs Assessment: Housing Tools will complete an Affordable Housing Needs Assessment for each County. The content of these assessments will be shaped by each County's needs for updating its Housing Element, so that information can be pulled from these reports for the Housing Element updates. If desired by Plumas and Sierra Counties, this assessment can also include a site feasibility study to inform the decision-making process for the *NPLH* Permanent Supportive Housing Project. Such a study is highly recommended by Housing Tools but is included as an optional task. Housing Tools will present the findings from its assessment in a written report, scheduled for completion in May 2020, that will include the following information:

- Base Housing Market Conditions: This will provide a snapshot of the economic and demographic conditions in each county that influence the housing market. This will include population growth trends, household characteristics, employment and wages, household income, and poverty statistics.
- Subsidized Rental Report: An assessment of the current supply of housing, and public funding availability for the production of publicly assisted affordable housing, including tax credit housing.

- Affordable Housing Needs Analysis: an analysis of housing needs for low, very low- and extremely low-income households, seniors, persons with disabilities, and homeless persons, including those who are homeless with mental disabilities.
- (Optional): A Site Feasibility Analysis, which will include a list of up to four viable sites for the development of Permanent Supportive Housing, a description of their characteristics, as well as benefits and limitations of each site. This will also be informed by the stakeholder input on potential models garnered in Phase 1.

Phase 3, No Place Like Home Project Application: Housing Tools will assist the County to develop a solicitation process to select a developer partner or facilitate a direct relationship with a selected developer. Our firm will then work with the County Behavioral Health Departments, the development partner, key stakeholders and the local housing Continuum of Care in order to prepare a two-county Project Application utilizing Non-Competitive *NPLH* funds, submitted no later February 15, 2021. Tasks will include:

- Assist Plumas County in developing an RFP or RFQ to select a developer partner for the *NPLH* Project Application or facilitate a direct relationship with a selected developer.
- Complete the Project Application, including the Universal Application and Supplemental Project Application.
- Complete a Supportive Services Plan to be attached to the Supplemental Project application for each county, which addresses all required *NPLH* elements, and which is developed in partnership with the Project Sponsor, supportive service providers and the property manager.

VI. **FUNDING** – *No Place Like Home* Technical Assistance Grant

Sierra County Behavioral Health shall pay Plumas County Behavioral Health 50% of all invoices for services provided by James Coles, dba Housing Tools. Plumas County Behavioral Health will provide a final invoice, no later than June 30, 2020, to Sierra County Behavioral Health for expenditures paid on its behalf not to exceed Forty-one Thousand, One Hundred Dollars (\$41,100.00).

VII. **DATA SHARING AND CONFIDENTIALITY** - Parties in this agreement must demonstrate that specific steps to ensure the data is kept secure and confidential are implemented. In addition, the Parties in this agreement shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media).

All confidential data made available in order to carry out this Agreement, will be protected from unauthorized use and disclosure.

VIII. CONTACTS –

For Plumas County

Tony Hobson, Director
Plumas County Behavioral Health
270 County Hospital Road #109 Quincy, CA 95971
(530) 283-6307
thobson@pcbh.services

For Sierra County

Lea Salas, Administrative Director
Sierra County Behavioral Health
704 Mill Street Loyalton, CA 96118
(530) 993-6746
lsalas@sierracounty.ca.gov

IX. GENERAL PROVISIONS -

1. **AMENDMENTS.** This agreement may be amended in writing at any time by written mutual consent of the Parties.

2. **TERMINATION.**
 - a. Termination without cause. This agreement may be terminated by either Party without cause upon thirty (30) days written notice.

 - b. Termination with cause. This agreement may be terminated immediately by either Party if the terms of this agreement are violated in any manner.

 - c. Other grounds for termination. In the event that any other contract, or agreement, as being related to or necessary for the performance of this contract, terminates or expires, this agreement may be terminated upon the effective date of the termination of that MOU, informal agreement or contract, even if such termination will occur with less than thirty (30) days written notice.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

COUNTY OF SIERRA:

Approved as to form:

By: _____
County Counsel

Date: _____

By: _____
Lea Salas, Administrative Director

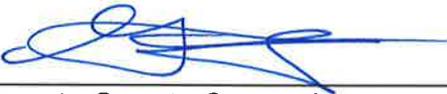
Date: _____

By: _____
Chair, Sierra County Board of Supervisors

Date: _____

COUNTY OF PLUMAS:

Approved as to form:

By:  _____
Deputy County Counsel

Date: 3/24/2020

Approved as to content:

By: _____
Tony Hobson, Director of Behavioral Health

Date: _____

By: _____
Kevin Goss, Chair
Board of Supervisors

Date: _____

Attest By: _____
Nancy DaForno, Board Clerk

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Behavioral Health Department** (hereinafter referred to as “County”), and James Coles, dba **Housing Tools**, a sole proprietorship (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighty-Two Thousand, Two Hundred Dollars (\$82,200.00).

Term. The term of this agreement shall be from August 1, 2019 through February 28, 2021, unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor to date of approval of this Agreement by the Board of Supervisors.

3. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
4. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

6. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
7. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
8. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

9. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
20. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Behavioral Health Department
County of Plumas
270 County Hospital Road, Suite 109
Quincy, CA 95971
Attention: Tony Hobson, Director

Contractor:

Housing Tools
3400 Cottage Way, Suite A4
Sacramento, CA 95825
Attention: James Coles, Principal

21. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
22. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
23. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
24. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

James Coles, dba Housing Tools, a sole proprietorship

By: 
Name: James Coles
Title: Principal
Date signed: 9/12/19

COUNTY:

County of Plumas, a political subdivision of the State of California

By: 
Name: Tony Hobson, Ph.D.
Title: Behavioral Health Director
Date signed: 9-5-19

By: 
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed: 9/3/19

Attested by: 
Name: Nancy L. DaForno
Title: Clerk of the Board

APPROVED AS TO FORM:


Deputy County Counsel
Date signed: 8/21/19

EXHIBIT A – Scope of Work

Project Summary

Plumas County Behavioral Health, on behalf of Plumas and Sierra Counties, intends to apply for the Non-Competitive NPLH funds from the State Department of Housing and Community Development (HCD) in order to develop permanent supportive housing for individuals and families with serious mental health conditions who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness. This scope of work includes:

- preparation of a two-county Non-Competitive funding request to HCD, including project modeling, financial structuring, and developer coordination, and creation of a County Homeless Plan for each county.
- preparation of an Affordable Housing Needs Assessment for each county.
- preparation of the required NPLH Supportive Services Plan for each county.
- collaboration with each county Planning director and staff to provide them with the necessary information concern local homelessness and programs to update the Housing Element of the Plumas County and the Sierra County General Plans.

Housing Tools will provide the requested services in three phases:

Phase 1, Threshold Documentation and Information on Homeless Services: Initial activities will be those necessary to plan and apply for the Non-Competitive NPLH funds, as well as provide needed information to each County for their Housing Element updates.

- Housing Tools will complete the required elements to meet the newly revised HCD threshold requirements for non-competitive NPLH funds as follows:
 - Review and research existing County data on homelessness; and current systems and resources, including those required for NPLH referrals, data collection, HMIS and the Coordinated Entry System, from August through October 2019;
 - Organize and facilitate meetings with the NPLH-required county and community stakeholder groups to solicit their input on needs, housing and services gaps, goals, strategies, activities and permanent supportive housing models from September through December 2019;
 - Write the Homeless Plan and present it to County staff, stakeholders, and each County Board of Supervisors in February 2020. The Plan will then be submitted to HCD in order to finalize meeting all of the State’s threshold requirements for the eventual receipt of Non-Competitive NPLH funds.
- After completion of the Homeless Plan, Housing Tools will deliver to each County Planning Director and their staff a summary report of data on homeless needs, and information concerning local homelessness programs, to be used to update the Housing Element of the Plumas County and Sierra County General Plans. This deliverable is anticipated to be completed by March 2020. Housing Tools staff will be available to confer and answer questions about the information as necessary.

Phase 2, Affordable Housing Needs Assessment: Housing Tools will complete an Affordable Housing Needs Assessment for each County. The content of these assessments will be shaped by each County's needs for updating its Housing Element, so that information can be pulled from these reports for the Housing Element updates. If desired by Plumas and Sierra Counties, this assessment can also include a site feasibility study to inform the decision-making process for the NPLH Permanent Supportive Housing Project. Such a study is highly recommended by our firm but is included as an optional task. Housing Tools will present the findings from its assessment in a written report, scheduled for completion in May 2020, that will include the following information:

- **Base Housing Market Conditions:** This will provide a snapshot of the economic and demographic conditions in each county that influence the housing market. This will include population growth trends, household characteristics, employment and wages, household income, and poverty statistics.
- **Subsidized Rental Report:** An assessment of the current supply of housing, and public funding availability for the production of publicly assisted affordable housing, including tax credit housing.
- **Affordable Housing Needs Analysis:** an analysis of housing needs for low, very-low and extremely-low income households, seniors, persons with disabilities, and homeless persons, including those who are homeless with mental disabilities.
- **(Optional): A Site Feasibility Analysis,** which will include a list of up to four viable sites for the development of Permanent Supportive Housing, a description of their characteristics, as well as benefits and limitations of each site. This will also be informed by the stakeholder input on potential models garnered in Phase 1.

Phase 3, No Place Like Home Project Application: Housing Tools will assist the County to develop a solicitation process to select a developer partner or facilitate a direct relationship with a selected developer. Our firm will then work with the County Behavioral Health Departments, the development partner, key stakeholders and the local housing Continuum of Care in order to prepare a two-county Project Application utilizing Non-Competitive NPLH funds, submitted no later February 15, 2021. Tasks will include:

- Assist Plumas County in developing an RFP or RFQ to select a developer partner for the NPLH Project Application or facilitate a direct relationship with a selected developer.
- Complete the Project Application, including the Universal Application and Supplemental Project Application.
- Complete a Supportive Services Plan to be attached to the Supplemental Project application for each county, which addresses all required NPLH elements, and which is developed in partnership with the Project Sponsor, supportive service providers and the property manager.

Scope of Work and Schedule:

The chart below summarizes the proposed workplan, project schedule and budget associated with each deliverable. The workplan is organized by deliverable milestones and activities or sub-tasks necessary to achieve the milestone.

Community engagement and outreach meetings will be conducted in locations determined through consultation with Behavioral Health staff. It is anticipated that meeting locations may include Quincy, Chester, Downieville and Loyalton. The proposed stakeholder and community meetings include:

- 1) For the development of the Homeless Plan, three meetings/workshops with the NPLH-required stakeholders and the greater community will be conducted as follows:

Meeting #1: Introduce the planning process for the Homeless Plan, provide an overview of No Place Like Home, Permanent Supportive Housing, Housing First, and facilitate a needs assessment and service gaps brainstorming session.

Meeting #2: Identification of goals, strategies and activities over a 10-year period to address the needs and gaps identified at the first meeting, as well as a discussion of potential Permanent Supportive Housing models.

Meeting #3: Review the Homeless Plan draft document and solicit final feedback.

All of the following NPLH-required stakeholders will be invited to these collaborative meetings:

- County representatives from Behavioral Health, Public Health, Social Services, Probation/Criminal Justice, and Housing/Planning staff
- The local homeless Continuum of Care
- Local cities/towns within the County, represented by City Managers, Councilmembers, Public Safety, as well as other County staff such as the County Administrator or their representative
- Housing and Homeless Service providers including those who provide emergency shelter, meals, crisis intervention, etc.
- Managed Medi-Cal Health Plans, community clinics (both FQHCs and Tribal Health, or other health clinics), local hospitals
- The local Public Housing Authority
- Family caregivers of those experiencing serious mental illness

The general community will also be invited to attend and share their input, including the Greenville Rancheria. Housing Tools will develop and provide community outreach materials including flyers, public service announcements and social media content for Facebook, Twitter and Instagram, as desired by the County.

- 2) A stand-alone focus group meeting with family caregivers of those experiencing serious mental illness and those who have been or are homeless will be scheduled in consultation with County staff. We have found that using an existing meeting, such as a behavioral health peer support group is an effective way to obtain this input. The Plumas Crisis Intervention and Resource Center is a likely location and collaborative partners for such a meeting.
- 3) One-on-one interviews will be conducted with NPLH-required stakeholders who are unable to attend one of the meetings.

The Budget column below includes the cost of Deliverables for both Plumas and Sierra County. For Deliverables that include a separate report or application for each county, the Budget amount is divided evenly between the two counties. Plumas and Sierra Counties will partner under a county Memorandum of Understanding (MOU).

Phase 1	
Deliverable/Activities	Timeline
Stakeholder and Community Engagement - Information on Homeless Services Needed for Homeless Plan and Housing Element Update (for each County)	
Task 1.1: Stakeholder and Community Meeting/Workshop #1: Introduction of Homeless Plan process and facilitate a needs assessment and service gaps brainstorming session.	September 2019
Task 1.2: Review and research existing County data on homelessness; researching and understanding current systems and resources, including those required for NPLH referrals, data collection, HMIS and the Coordinated Entry System;	August-October 2019
Task 1.3: Conduct follow up interviews with collaborative partners: public health, criminal justice, health providers, representatives of family caregivers for persons with serious mental illness. This will include meetings with the persons with mental illness and caregivers, and interviews with representatives from the school district, healthcare providers, County public health, and County Sheriff's Department.	September-October 2019
Task 1.4: Stakeholder and Community Meeting/Workshop #2: Present information from needs/gaps analysis, current resources and interview findings, and brainstorm goals, strategies and activities in include in the Homeless Plan.	October 2019
Task 1.5: Draft the Homeless Plan	November 2019
Task 1.6: Present Homeless Plan to Plumas and Sierra County Behavioral Health staff for comment and make revisions	December 2019-January 2020
Task 1.7: Present Homeless Plan to each County Board of Supervisors for adoption	February 2020
Task 1.8: Submit Homeless Plan to State HCD	February-March 2020

Task 1.9: Provide written summary of data and information on homelessness programs to each County Planning Director for use in their Housing Element updates.	March 2020
Phase 2	
Affordable Housing Needs Assessments (one for each County)	
Task 2.1: Conduct Research on Base Housing Market Conditions, including: population growth trends, household characteristics, employment and wages, household income, poverty statistics.	March 2020
Task 2.2: Complete a Subsidized Rental Report that includes: 1) a survey of the current affordable housing supply, and 2) public funding availability for the production of publicly assisted affordable housing, including tax credit housing.	March 2020
Task 2.3: Conduct an Affordable Housing Needs Analysis focusing on low, very-low and extremely-low income households, seniors, persons with disabilities, and homeless persons, including those who are homeless with mental disabilities. This will consist of an assessment of housing costs to income, median rents, vacancy rates, and availability of housing appropriate to each population category.	April 2020
Task 2.4: Draft Report, including information necessary for Housing Element updates, revise based on County feedback, and finalize for County use.	May 2020
Optional Task 2.5: Identify potential sites for Permanent Supportive Housing for both counties: 1) Compile a list of potential sites with the following information: size, zoning, supporting infrastructure, proximity to amenities and funding viability. 2) Visit most viable sites and conduct more in-depth research including: building code impacts, topography, open spaces, property history, building conditions and ADA accessibility and community support. 3) Identify the four most viable sites for both counties combined and describe their characteristics, including benefits and limitations in a written report.	May-June 2020
Phase 3	
No Place Like Home Project Application (for both Counties)	

<p>Task 3.1: Assist Counties in developing an RFP or RFQ to select a developer partner for the NPLH Project Application or facilitate a direct relationship with a selected developer.</p>	<p>June 2020-February 2021</p>
<p>Task 3.2: Assist Counties with completion of a two-county NPLH Project Application utilizing non-competitive funds (Universal Application and Supplemental Project Application)</p>	<p>Submit no later than February 15, 2021.</p>
<p>Task 3.3: Complete a Supportive Services Plan for each County which addresses all required NPLH elements and has been development in partnership with the Project Sponsor, supportive service providers and the property manager</p>	<p>Submit as an attachment to NPLH Project Application no later than February 15, 2021.</p>

EXHIBIT B – Fee Schedule

Deliverable/Activities	Budget
Phase I Subtotal	\$27,200
Task 1.1: Stakeholder and Community Meeting/Workshop #1: Introduction of Homeless Plan process and facilitate a needs assessment and service gaps brainstorming session.	\$1,400
Task 1.2: Review and research existing County data on homelessness; researching and understanding current systems and resources, including those required for NPLH referrals, data collection, HMIS and the Coordinated Entry System;	\$6,000
Task 1.3: Conduct follow up interviews with collaborative partners: public health, criminal justice, health providers, representatives of family caregivers for persons with serious mental illness. This will include meetings with the persons with mental illness and caregivers, and interviews with representatives from the school district, healthcare providers, County public health, County Sheriff's Department, and local Police Departments.	\$3,000
Task 1.4: Stakeholder and Community Meeting/Workshop #2: Present information from needs/gaps analysis, current resources and interview findings, and brainstorm goals, strategies and activities in include in the Homeless Plan.	\$2,600
Task 1.5: Draft the Homeless Plan	\$8,400
Task 1.6: Present Homeless Plan to Plumas and Sierra County Behavioral Health staff for comment and make revisions	\$1,400
Task 1.7: Present Homeless Plan to each County Board of Supervisors for adoption	\$1,600
Task 1.8: Submit Homeless Plan to State HCD	\$400
Task 1.9: Provide written summary of data and information on homelessness programs to each County Planning Director for use in their Housing Element updates.	\$2,400
Phase 2 Subtotal	\$40,000

Task 2.1: Conduct Research on Base Housing Market Conditions, including: population growth trends, household characteristics, employment and wages, household income, poverty statistics.	\$4,200
Task 2.2: Complete a Subsidized Rental Report that includes: 1) a survey of the current affordable housing supply, and 2) public funding availability for the production of publicly assisted affordable housing, including tax credit housing.	\$7,800
Task 2.3: Conduct an Affordable Housing Needs Analysis focusing on low, very-low and extremely-low income households, seniors, persons with disabilities, and homeless persons, including those who are homeless with mental disabilities. This will consist of an assessment of housing costs to income, median rents, vacancy rates, and availability of housing appropriate to each population category.	\$4,200
Task 2.4: Draft Report, including information necessary for Housing Element updates, revise based on County feedback, and finalize for County use.	\$3,800
Task 2.5: Identify potential sites for Permanent Supportive Housing for both counties: 1) Compile a list of potential sites with the following information: size, zoning, supporting infrastructure, proximity to amenities and funding viability. 2) Visit most viable sites and conduct more in-depth research including: building code impacts, topography, open spaces, property history, building conditions and ADA accessibility and community support. 3) Identify the four most viable sites for both counties combined and describe their characteristics, including benefits and limitations in a written report.	\$20,000
Phase 3 Subtotal	\$15,000
Task 3.1: Assist Counties in developing an RFP or RFQ to select a developer partner for the NPLH Project Application or facilitate a direct relationship with a selected developer.	\$4,500
Task 3.2: Assist Counties with completion of a two-county NPLH Project Application utilizing non-competitive funds (Universal Application and Supplemental Project Application)	\$4,500
Task 3.3: Complete a Supportive Services Plan for each County which addresses all required NPLH elements and has been development in partnership with the Project Sponsor, supportive service providers and the property manager	\$6,000
Total Budget:	\$82,200.00

Other On-Call Technical Assistance Services

Beyond this proposed budget, Contractor may provide additional on-call technical assistance services, which for the purposes of this project may include but are not limited to: financial analysis/proforma development, detailed housing site feasibility studies, and loan underwriting consultation. Such services are billed at hourly costs as follows:

Contractor Rate Schedule:

James Coles:	\$110/hour
Sherry Morgado:	\$110/hour
Cassie Miracle:	\$80/hour

Hourly costs include training, insurance and overhead (rent, utilities, supplies, etc.).
Travel is charged at the applicable IRS rate per mile, currently \$0.58 per mile
Reimbursable purchases, such as copies or equipment, are charged at cost.

Compensation

Contractor will bill monthly on a percent of completion by task basis per the scope of services and budget listed above. Additional technical assistance services will be billed on a time and materials basis.

EXHIBIT C – Confidentiality Agreement

1. For purposes of this Agreement, all personal identifying information (“Non-Public Information”) concerning a PCBH client (“Client”) that Client provides to the Contractor will be excluded from any reports or publicly shared documents as part of the Work Product. All personal identifying information regarding the Client, including, without limitation, the identity of Client, shall be deemed and treated as strictly confidential, Non-Public Information, unless and until Client specifically authorizes Contractor in writing that any such personal identifying information may be treated as public. Except as specifically required by law, Contractor may disclose Non-Public Information only with Client’s prior written consent. Contractor shall have no authority to disclose Non-Public Information except in accordance with this section. Information already in the public domain shall not be considered Non-Public Information.
2. The work product of Contractor shall mean any and all tangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts, prepared, generated or provided by Contractor in connection with Contractor’s performance of the scope of work (“Work Product”).
3. Contractor shall take appropriate measures to ensure the confidentiality and protection of all Work Product containing all Non-Public Information and to prevent its advertent or unintentional disclosure or its inappropriate use by Contractor or its subcontractors, or by its or their employees or related entities. This duty shall survive the expiration or termination of this Agreement.