

RESOLUTION No. 25-155

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING A GRANT FROM THE CALIFORNIA STRATEGIC GROWTH COUNCIL IN THE AMOUNT OF \$10,000,000 FROM THE CALIFORNIA GOVERNOR'S OFFICE OF PLANNING AND RESEARCH (OPR) FOR "REVITALIZING WESTERN NEVADA COUNTY VETERANS HALLS" PROJECT AND AUTHORIZING THE CHAIR OF THE BOARD AND THE FACILITIES DIRECTOR OR DESIGNEE TO SIGN THE GRANT AGREEMENT AND ALL RELATED DOCUMENTS

WHEREAS, the Governor's Office of Planning and Research, through the Community Strategic Growth Council (SGC), administers the Community Resiliency Center (CRC) program; and

WHEREAS, in September of 2023, the Nevada County Board of Supervisors authorized Resolution 23-489, directing the Nevada County Information and General Services Director, or their Designee, to submit a Grant request to the California Governor's Office of Planning and Research - Strategic Growth Council for Community Resilience Center (CRC) development; and

WHEREAS, the SGC provides grant resources to increase opportunities for the Communities most impacted by climate change to respond to climate emergencies and provide year-round services and programs to enhance both climate resilience and community resilience; and

WHEREAS, Nevada County, as the Lead Agency, partnered with (3) co-applicants and their governing members: the Aging and Disability Resource Connection (ADRC), Gold Country Senior Services (GCSS) and Interfaith Food Ministry (IFM) in a joint application to the SRG to achieve (1) functional community resilience centers that offer shelter and services during emergencies, (2) Food Security, transportation and Outreach during emergencies, (3) coordinated response during emergencies, (4) Digital literacy education for emergency preparedness and (5) Education in building resilience with the challenges of aging; and

WHEREAS, funded partners are identified as Aging and Disability Resource Connection (ADRC), Gold Country Senior Services (GCSS) and Interfaith Food Ministry (IFM). Partnership agreements will be brought to the Board for approval; and

WHEREAS, this grant will directly advance the Nevada County Climate Resilience Board objective and initiatives to a) pursue funding and advocacy opportunities; b) align strategies in a coordinated plan; c) enhance collaboration to increase community capacity and achieve climate resilience goals; and

WHEREAS, all grant funds must be expended by 5 years after the grant is executed; and

WHEREAS, the grant has been awarded to the Nevada County Information and General Services (IGS) Department and revenues will be deposited to the Capital Facilities budget in the amount of \$10,000,000 over the term of the grant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby approves and authorizes the acceptance of the Strategic Growth Council award substantially in the form attached hereto for the Community Resilience Center grant program award in the amount of \$10,000,000, authorizes the Chair of the Board to sign the grant agreement, and delegates authority to the Facilities Department Director, or designee, to sign and execute all documents related to grant acceptance and execution including amendment or modification request.

Funding: 0101-10801-416-1000 445300/445200

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of April 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 MATHIASEN

Chief Deputy Clerk of the Board of Supervisors

for

By: CSuca, Deputy (OB

Heidi Hall Chair

Heidi Hall

D: 0650-SGC24112

ST		NIA - DEPARTMENT OF GENERAL SERVICES GREEMENT 0)	AGREEMENT NUMBER SGC24112	PURCHASING AUTHORITY NUMBER	र (If Applicable)
1. T	his Agreement	is entered into between the Contracting Ag	ency and the Contractor named belo	w:	
	TRACTING AGEN				140
Go	vernor's Office	e of Land Use and Climate Innovation, h	ereinafter referred to as "STATE"		
	ITRACTOR NAME unty of Nevad	a, hereinafter referred to as "GRANTEE"			
2. T	he term of this A	Agreement is:			
	RT DATE ril 25, 2025				
	OUGH END DATE				
	rch 31, 2029				
3. T	he maximum aı	mount of this Agreement is:			
		Ten Million Dollars and Zero Cents)			
4. T	he parties agree	e to comply with the terms and conditions o	f the following exhibits, which are by	this reference made a part of the Agree	ement.
	Exhibits		Title		Pages
	Exhibit A	Scope of Work			51
	Exhibit B	Budget Detail and Payment Provisions	1		12
	Exhibit C	Attachments			13
+	Exhibit D	CRC Award Letter			1
+	Exhibit E	CRC Grantee Publicity Guidelines			3
+	Exhibit F	Equipment Inventory Record			1
+	Exhibit G	CRC Certificate of Compliance with Ru	ssia Sanctions		5
+	Exhibit H	CRC Implementation Grant Awardee R	leadiness Checklist		3
+	Exhibit I	CRC Grant Term Requirements Summa	ary		4
+	Exhibit J	Partnership Agreement			19
+	Exhibit K	Special Conditions			1
		asterisk (*), are hereby incorporated by referen		f attached hereto.	
		n be viewed at <u>https://www.dgs.ca.gov/OLS/Re</u> EOF, THIS AGREEMENT HAS BEEN EXECUTE			
			CONTRACTOR		
	ITRACTOR NAME	(if other than an individual, state whether a corpo			
	CONTRACTOR BUSINESS ADDRESS CITY STATE				TE ZIP
	Maidu Avenu			evada City CA	95959
	PRINTED NAME OF PERSON SIGNING Heidi Hall Chair Board of Supervisors				
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		

4/25/2025

Docusign Envelope ID: B67CE8A8-FC87-4486-B167-18ADBC17E226

D: 0650-SGC24112

		PURCHASING AUTHORITY NUMBER (If Applicable)		
SGC24112	LCI-0	LCI-0650		
STATE OF CALIFORNIA				
CITY		STATE	ZIP	
Sacr	amento	CA	95814	
TITLE	TITLE			
Chie	Chief Deputy Executive Director, SGC			
DATE	DATE SIGNED			
EXEM	EXEMPTION (If Applicable)			
SCM	Vol 1, 4.04(A)(4)			
Δ.				
	CITY Sacra TITLE Chies DATE EXEMI SCM	CITY Sacramento TITLE Chief Deputy Executive Directo DATE SIGNED EXEMPTION (If Applicable) SCM Vol 1, 4.04(A)(4)	CITY Sacramento CA TITLE Chief Deputy Executive Director, SGC DATE SIGNED EXEMPTION (If Applicable) SCM Vol 1, 4.04(A)(4)	

Grant Number: SGC24112, County of Nevada

Table of Contents

Tab	le of Contents	1
Exh	ibit A, Scope of Work	4
1.	Key Terms and Definitions	4
2.	Community Resilience Centers Program Background	8
3.	CRC Implementation Grants	8
4.	Project	9
5.	Grant Term	9
6.	Authorized Signatories	9
7.	Project Representatives	10
8.	Independent Grantee	10
9.	Subcontractors	10
10.	No Third-Party Beneficiaries	11
11.	Assignment	11
12.	Approval	11
13.	Incorporation	11
14.	Modifications and Amendments	11
15.	Grantee Responsibilities	14
16.	Insurance Requirements	15
17.	Non-Discrimination Clause	16
18.	Conditions for Beginning Work	17
19.	Timeliness	20
20.	Project Monitoring and Oversight	20
21.	Implementation Program Evaluation	21
22.	Performance	21
23.	Procurement	22
24.	Self-Dealing and Arm's Length Transactions	24
25.	Equipment	24
26.	Computer Software	26
27.	Vehicles	26
28.	Infrastructure	27
	CRC Facility Function and Feature Requirements	
30.	Emergency Planning and Coordination	30

Grant Number: SGC24112, County of Nevada

31.	Ownership of Deliverables	31
32.	Payment	31
33.	Payee Data Record Form - STD 204	33
34.	Invoicing	33
35.	Travel Reimbursement	36
36.	Leveraged Funds	37
37.	Revenue	37
38.	Reporting Requirements	37
39.	Document Submission	38
40.	Records Management and Retention	39
41.	Personally Identifiable Information (PII)	39
42.	Audit	40
43.	Dispute Resolution	41
44.	Stop Work	42
45.	Health Impacts	42
46.	Termination	42
47.	CRC Grant Publicity Guidelines	43
48.	Right to Publish	44
49.	Copyrights	45
50.	Indemnification	46
51.	Waiver of Rights	46
52.	Force Majeure	46
53.	Compliance with Laws and Regulations	47
54.	Americans with Disabilities Act	47
55.	Drug-Free Workplace Certification	47
56.	Air/Water Pollution Violation Certification	48
57.	Environmental Justice	48
58.	Union Organizing	48
59.	Prevailing Wage	49
60.	Recycled Contents Products	49
61.	Relocation	50
62.	Expatriate Corporations	50
63.	Corporation Qualified to do Business in California	50
64.	Certificate of Compliance with Russia Sanctions	50

Grant Number: SGC24112, County of Nevada

65.	Governing Law and Venue	. 50
	Unenforceable Provision	
	Budget Contingency Clause	
	Recovery of Funds	
	Terms that Survive Grant Agreement	
	bit B, Work Plan and Budget	
	bit C, Attachments	
	xhibit D, CRC Award Letter	
Exhibit E, CRC Grantee Publicity Guidelines		
Exhibit F, Equipment Inventory Record		
Exhibit G, Certificate of Compliance with Russia Sanctions		82
Exhi	bit H, CRC Implementation Grant Awardee Readiness Checklist	87
Exhi	xhibit I, CRC Grant Term Requirements Summary	
Exhi	Exhibit J, Partnership Agreement	
	Exhibit K, Special Conditions	
	Updated Facility Condition Assessment	
1.	opudied rucinity Conquierr/6363311611	

Grant Number: SGC24112, County of Nevada

Exhibit A, Scope of Work

1. Key Terms and Definitions

A. "Activate"

For CRC program, "activate" refers to the mobilization of CRC facilities, services and programs, emergency plans, and/or personnel needed to respond for an emergency event. This is distinct from "blue sky" conditions or year-round services and programs. Activation details will vary based on specific facility capabilities, the type of emergency, and needs of the local community and priority populations.

B. "Advance Payment"

Any payment made to a contractor before work has been performed or goods have been delivered. Advance payments are permitted only if authorized by statute.

C. "Application or Proposal"

Submittal comprised of responses and supporting documents to apply for the Community Resilience Centers (CRC) Implementation Grant.

D. "Campus Amenities"

Activities related to construction or improvements to amenities at or based in the CRC Facility that strengthen the local community's resilience to climate and other disasters, such as a microgrid or shade trees located on site at the resilience center. Campus Amenities include the components of a building or location that are beneficial to facility users and/or the surrounding community. CRC campus amenities must:

- Be on the same parcel as the resilience center or an adjoining parcel of a Community Resilience Center, OR
- ii. Be within a one-mile radius of the Community Resilience Center and be along a route that is accessible to pedestrians and individuals using wheelchairs or other mobility devices, or accessible by vehicle, by the end of the grant term.

E. "Community Resilience Services and Programs"

Services and programs that operate out of the CRC Facility that build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public.

F. "Capital Projects"

Construction or retrofit of the CRC facility or campus amenities.

G. "Core Components"

The CRC model is intentionally flexible to account for the vast spectrum of communities across California. Core components, however, include the following:

Grant Number: SGC24112, County of Nevada

- i. Multi-stakeholder partnerships
- Robust, meaningful, and culturally appropriate community engagement throughout all phases (design, application, implementation, and evaluation)
- iii. Physical infrastructure investments to the CRC Facility (new construction and/or retrofits)
- iv. CRC Campus Amenities, like transportation to the CRC and community gardens
- v. Social infrastructure investments in services and programs, to ensure ongoing year-round usage of the CRC and strengthening of local community resilience

H. "CRC"

The Community Resilience Center (CRC) Program of the California Strategic Growth Council.

I. "CRC Emergency Plan"

Plan outlining processes and procedures that will take place at the CRC Facility during emergencies. Includes mobility, emergency communications, coordination, and agreements. Draft required in Implementation Grant proposal; final due by end of grant term.

J. "CRC Facility"

Facility serving as Community Resilience Center. Campus Amenities and community resilience services and programs must be connected to and based out of the CRC Facility, respectively.

K. "CRC Program Guidelines"

CRC Round 1 Program Guidelines amended on December 14, 2023.

L. "CRC Project"

Projects that will be implemented with CRC grant funds through this Grant Agreement, and that are compliant with Exhibit B, Work Plan and Budget and the <u>CRC Program</u> Guidelines.

M. "CRC Project Components"

Components included in the CRC Project, as described in Exhibit B and therefore subject to this Grant Agreement.

N. "CRC Year-Round Community Resilience Plan"

Plan outlining services and programs operating out of the CRC year-round to ensure ongoing usage of the CRC. Draft required in Implementation Grant proposal; final due by end of grant term.

O. "Direct Costs"

Grant Number: SGC24112, County of Nevada

Costs directly tied to the implementation of the Community Resilience Centers grant, including, but not limited to personnel costs, subcontracts, equipment costs, travel expenses, etc.

P. "Grant Agreement"

Refers to this Implementation Grant Agreement and all attachments and appendices.

Q. "Grant Term"

Implementation Grant terms are five (5) years: a four (4) year Project Completion Period, followed by a Performance Period of up to one (1) year, during which Project outcomes will be monitored and grant close-out activities will conclude.

R. "Indirect Costs"

Expenses of doing business that is of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization.

S. "Implementation Grant"

Funding for Community Resilience Centers, including construction and retrofit of CRC Facility, Campus Amenities, and services and programs.

T. "Leveraged Funds"

Funding from non-CRC sources which supports activities that are integrated into the overall CRC Proposal.

U. "Partnership Agreement"

A CRC Partnership Agreement is an agreement between two (2) or more parties that is not legally binding and outlines the responsibilities of each of the parties to the agreement. This must be signed by all members of the Collaborative Stakeholder Structure.

V. "Performance Period"

Up to one (1) year following Project Completion Period to monitor project outcomes and indicators. This period is only applicable for Implementation Grants.

W. "Pre-development Activities"

Include, but are not limited to, community engagement; feasibility studies; market analysis; environmental assessments, surveys, and remediation; site acquisition; site and development plans; project designs; permitting; financial planning (e.g., preliminary budget and construction financing).

X. "Project Area"

All CRC Implementation Grant Applicants are required to define a Project Area. The Project Area must encompass the CRC Facility, Campus Amenities connected to the CRC Facility, and community resilience services and programs based out of the CRC Facility.

Y. "Project Completion Period"

Grant Number: SGC24112, County of Nevada

The time during which all grant-funded projects must be completed. This period is four (4) years from grant execution for Implementation Grant.

Z. "Project Site Analysis"

Prior to implementing relevant project components, Grantees must conduct a project site analysis demonstrating the road capacity around the proposed CRC Project Site, a land-use analysis for compatibility or an existing planning document that identifies the potential sites for these uses such as a community-specific plan, and consultation with emergency service providers about site location (especially for emergency ingress and egress).

AA. "Rural Communities"

A rural community as defined by Health and Safety Code 50199.21.

BB. "Shelter"

A disaster-relief location that provides a roof overhead, food, water, sanitation, and support to residents in maintaining their basic living needs until they can return home. Shelters will not duplicate residents' usual standards of living whether or not they have disabilities or access and functional needs. Shelters can be identified as primary or secondary shelters, depending on accessibility.

CC. Entities involved in the grant implementation process:

- i. "Co-Applicant": Entities other than the lead Applicant that enter into a Partnership with other organizations to apply for an Implementation Grant
- ii. **"Fiscal Agent":** A legal entity with legal authority, history, and capacity to administer state funds. A Fiscal Agent can make disbursements on behalf of the Grantee.
- iii. **"Grantee":** Designated Lead Applicant that has an agreement for grant funding with the State.
- iv. "Lead Entity": The Lead Applicant or Co-Applicant responsible for leading the implementation of a specific portion of the CRC Project.
- v. "Lead Agency": For the purposes of California Environmental Quality Act (CEQA) requirements outlined in Section 18(B), the term Lead Agency refers to the local administrative approving entity.
- vi. "LCI": Governor's Office of Land Use and Climate Innovation, as of July 1, 2024, is the new name for the Governor's Office of Planning and Research.
- vii. "OPR": Office of Planning and Research, now known as the Governor's Office of Land Use and Climate Innovation.
- viii. "Parties": SGC and Grantee, collectively.
- ix. "Partners": Entities other than the Grantee that enter into a Partnership Agreement with the Grantee and other organizations to implement Community Resilience Centers grant activities. Referred to as "Co-Applicants" during the application stage.
- x. "SGC": The California Strategic Growth Council.

Grant Number: SGC24112, County of Nevada

- xi. "SGC Grant Manager": Day-to-day point of contact during the grant term.
- xii. **"State":** Any state agency with an oversight role over the funding or CRC Project.
- xiii. **"Subcontractors":** Third-party entities procured by either Grantee or a Partner.

2. Community Resilience Centers Program Background

The Community Resilience Centers (CRC) Program ("CRC Program") is part of the State's Climate Budget Package, which totaled over \$15 billion to tackle wildfire and drought challenges, build more resilient communities, promote sustainable agriculture, and advance a nation-leading climate agenda. Senate Bill (SB) 155 (Committee on Budget and Fiscal Review, Chapter 258, Statutes of 2021) created the SGC's CRC program with "funding...for the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change." Enabling statute names specific functions for resilience centers, including: hydration stations, cooling centers, clean air centers, respite centers, and community evacuation and emergency response centers. The FY22-23 budget allocated \$110 million to the CRC Program from the General Fund's Climate budget. A total of \$98.6 million was available for the CRC Program's Funding Round 1 (FY 22-23). Chapter 574 (A.B. 211, Statutes of 2022), signed by the Governor in late September 2022, created additional program requirements that Staff have since incorporated into the Round 1 Guidelines.

3. CRC Implementation Grants

The purpose of CRC Implementation Grants is to provide funds for new construction and upgrades of facilities to serve as Community Resilience Centers, as well as services and programs that build overall community resilience. CRC Implementation Grants have the following objectives:

- i. Offer multi-benefit physical community-serving spaces, resilient to current and future climate hazards.
- ii. Provide integrated delivery of essential services and programming to local communities during and following disasters, emergencies, and disruption events, as well as year-round to address ongoing community needs and build community cohesion.
- iii. Integrate physical infrastructure projects with social infrastructure, through community-driven partnerships and programming to increase climate resilience, expand economic opportunities, and reduce health, environmental, and social inequities.
- iv. Leverage and build a skilled, diversified, and trained workforce and promote local workforce development and training opportunities, with a focus on preparing community members for healthy, safe, and

Grant Number: SGC24112, County of Nevada

- sustaining high-quality career pathway jobs in a future net zero carbon economy that are resilient to current and future climate change impacts.
- v. Build, strengthen, and sustain local leadership and grassroots engagement in civic and community development, and climate resilience awareness and activities.

The CRC Program is administered by the California Strategic Growth Council (SGC). The Grant Agreement will be executed between the Grantee and the SGC; the Grantee will work with the SGC during grant implementation.

The Grantee and the SGC are collectively referred to as "Parties." "Co-Applicants" identified in the CRC application are referred to as "Partners," but are not parties to this Grant Agreement.

4. Project

The SGC released the final <u>CRC Program Guidelines</u> for this Grant Agreement on July 27, 2023, and amended guidelines on December 14, 2023. In accordance with the Program Guidelines, Grantee applied and on April 24, 2024, the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the <u>Award Letter</u> (Exhibit D, CRC Award Letter). This will be referred to as the "Project" throughout

5. Grant Term

The grant term will commence on the date that both Parties have signed the Grant Agreement. The SGC will notify Grantee when work may begin in accordance with the requirements outlined in Section 17 of the Grant Agreement. The grant term will consist of a four (4) year project completion period followed by a r performance period of up to one (1) year, during which Project outcomes will be monitored and grant close-out activities will conclude. All work must be completed within four (4) years of executing the Grant Agreement, with the option to extend on a case-by-case basis.

This Grant Agreement shall terminate upon completion of the project or at the end of the grant term, but no later than payment of the last project invoice. Grantee's obligations under this Grant Agreement will only be discharged once all terms of this Grant Agreement are fulfilled.

6. Authorized Signatories

The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the SGC.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the <u>Authorized Signatory Form</u> (Exhibit C, Attachments).

Grant Number: SGC24112, County of Nevada

Grantee must keep the Authorized Signatory Form up to date. Within seven (7) working days of any change to the Authorized Signatory or to the Delegated Authorized Signatory, Grantee shall notify the SGC Grant Manager in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

If the Authorized Signatory or designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Delegated Authorized Signatory are funded through this Grant Agreement, Grantee must designate a different individual to sign the invoices.

7. Project Representatives

The project representatives are the primary contacts for the SGC and Grantee. The SGC and Grantee must keep the <u>Project Representatives Form</u> (Exhibit C, Attachments, Attachment 2: Project Representatives Form) up to date. Any changes to the Project Representatives by either Grantee or the SGC shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

The SGC Grant Manager will function as the project representative for the SGC. Unless otherwise stated within this Grant Agreement, all correspondence and documents will be sent to the SGC Grant Manager as described in Section 39 Document Submission.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the SGC.

9. Subcontractors

A. Contractual Relationship

- i. The SGC's contractual relationship is with Grantee, and not any of its Partners or Subcontractors. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the <u>Budget Detail Worksheet</u> (Exhibit B, Work Plan and Budget) and will comply with all applicable laws and requirements for subcontracts that arise out of or in connection with this Grant Agreement.
- ii. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Grant Number: SGC24112, County of Nevada

- iii. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the SGC and any Partners or Subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder.
- iv. Grantee agrees to be as fully responsible to the SGC for the acts and omissions of Partners and Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee.
- v. Grantee's obligation to pay Partners and Subcontractors is an independent obligation from the SGC's obligation to make payments to Grantee. As a result, the SGC shall have no obligation to pay or to enforce the payment of any moneys to any Partner or Subcontractor.

10. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement, including Partners or Subcontractors.

11. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the SGC in the form of an amendment.

12. Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained. Costs incurred or expended prior to execution of the Grant Agreement will not be reimbursed.

13. Incorporation

The performance of this grant must be conducted in accordance with this Grant Agreement and the <u>CRC Program Guidelines</u>, as well as enabling legislation for the CRC Program. The CRC Program Guidelines and all the attachments to this Grant Agreement are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.

14. Modifications and Amendments

Any modification or amendment of the terms of this Grant Agreement must be within the intent of the CRC Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the CRC Program will not be approved because of the competitive nature of the process that resulted in the award of this Grant

Grant Number: SGC24112, County of Nevada

Agreement. Modification and amendment requests will be considered at the sole discretion of the SGC. All requests will be determined to be either a modification or an amendment on a case-by-case basis by the SGC in a manner consistent with this section.

A. Modifications

Modifications are minor changes to Exhibit B, Work Plan and Budget, as defined below. They require a formal, written request be submitted to and approved by the SGC Grant Manager. Modification requests must be submitted in writing to SGC at least thirty (30) calendar days prior to when the modification is needed.

Examples of actions that require a modification include but are not limited to changes in the Work Plan, Budget, Deliverables, Tasks, Subtasks, or Grantee's Authorized Signatories and Subcontractors as described below.

i. Work Plan and Budget Detail

Grantee must keep the Work Plan and Budget Detail Worksheet (Exhibit B, Work Plan and Budget) up to date. For substantive changes to the Work Plan or Budget which are not considered modifications, please see Subsection B.

ii. Changes to Budget

Changes of up to five percent (5%) of the total budget or \$100,000, whichever is less, may be shifted between tasks. Changes shall be made by providing a written request to the SGC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the SGC Grant Manager.

iii. Changes to Deliverables and Tasks

Changes to deliverable due dates within the grant term and minor changes to task/subtask descriptions shall be made by providing a written request to the SGC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the SGC Grant Manager. Task and subtask descriptions are the details regarding methods used to achieve deliverables.

iv. Grantee's Authorized Signatories and Subcontractors

Grantee must keep Authorized Signatory Form up to date. Within seven (7) working days of any change to the Authorized Signatory or to the Delegated Authorized Signatory, Grantee shall notify the SGC Grant Manager in writing of the change in accordance with Section 6 of this Grant Agreement.

v. Material Changes

Material changes to the Work Plan and Budget or Grant Term that are not considered modifications shall follow the amendment process, described in Subsection B of this Grant Agreement.

B. Amendments

Amendments are material changes to the Grant Agreement. Any material change to this Grant Agreement requires an amendment, with the exception of the modifications

Grant Number: SGC24112, County of Nevada

detailed above in Section 14(A) Modifications. No change to this Grant Agreement shall be valid unless made in accordance with this section. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

Examples of actions that require an amendment include but are not limited to material changes in the Work Plan and Budget as outlined below. Changes to the Work Plan and Budget Detail Worksheet require an amendment if they involve one or more of the following alterations:

- i. Budget shifts of more than five percent (5%) of the total grant budget or \$100,000, whichever is less, between tasks
- ii. Elimination or alteration of tasks or deliverables
- iii. Elimination or change in Partners or terms in the CRC Partnership Agreement
- iv. Change to the Grant term
- v. Other substantive change requests not listed

C. Process for Modification and Amendment Requests

Except as otherwise specified, Grantee must request and obtain prior written approval by the SGC Grant Manager before any change (modification or amendment) to this Grant Agreement is valid.

i. Timeline

The SGC will only process modification or amendment requests once per grant year, unless mission critical changes are needed. As each request may take time and correspondence to review and resolve, there will be dedicated windows of time for request submission, review, and processing of requests according to the following timeline:

- Submit Requests: July November
- Review and Correspondence: July December
- Final Processing and Execution: November January

ii. Requirements

Requests for modifications or amendments must be made during the timeline noted above and must meet the following requirements:

- Be submitted in writing on official letterhead and signed by the Authorized Signatory or designee on file with the SGC.
- Explain the purpose of the request, how the request is consistent
 with the CRC Guidelines and intent of the CRC Program, and the
 effect of not approving the request.
- Include supporting documentation to validate the request.
- Be submitted to the SGC Grant Manager at least sixty (60)
 calendar days prior to when the amendment is needed (or 30
 days for modifications). New amendment requests from Grantee

Grant Number: SGC24112, County of Nevada

will not be considered less than three (3) months prior to the end of the Project Completion Period.

- Use the Amendment and Modification Request Form which includes the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
- Include a copy of the document(s) requested for amendment that shows the requested changes.

iii. Review

The SGC Grant Manager will make reasonable efforts to review and respond in writing to complete modification and amendment requests within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision. The SGC's response to Grantee may include additional questions, and the SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC may consider requests for expedited review.

iv. SGC Approval

If SGC approves a modification request, the modification may take effect immediately. For amendment requests, the SGC Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. If the SGC approves the amendment request, the SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible. The amendment will not be in effect until both Parties have signed the Grant Agreement amendment.

If the SGC rejects the amendment request in writing, Grantee may file a Dispute pursuant to Section 41 of this Grant Agreement.

15. Grantee Responsibilities

The SGC Grant Manager will notify Grantee when work may proceed. Grantee is responsible for the following:

A. Use of Grant Funds

Using grant funds only as intended for the Project.

B. Completion of Work

Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the <u>Work Plan</u> (Exhibit B, Work Plan and Budget), unless otherwise agreed to by all parties through the amendment process described in Sections 14 Modifications and Amendments.

C. Invoice Submission

Grant Number: SGC24112, County of Nevada

Submitting invoices for reimbursement using the <u>Invoice Template</u> in Exhibit C, Attachments (Attachment 4), including any supporting documents. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to Grantee.

D. Advance Pay

Submitting appropriate Advance Pay documentation, if utilizing Advance Pay, as set forth in Section 32. Advance Pay requests and documentation shall be consistent with the practice and policies of the SGC, and programmatic requirements will be communicated to Grantee.

E. Final Report Submission

Submitting a final report with the last invoice, using the <u>Final Report Template</u> in Exhibit C, Attachments, Attachment 3: Final Report Form and Instructions.

F. Compliance

Complying with all terms and conditions of this Grant Agreement, including all incorporated documents. Complying with all statutes, rules, and regulations applicable to this Grant Agreement.

G. Project Records

Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Section 40 Records Management and Retention and providing all required documents during an audit, as specified in Section 42 Audit.

16. Insurance Requirements

A. Governmental Organizations

Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.

B. Non-governmental Organizations

If Grantee is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the insurance requirements contained in this subsection apply.

Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:

i. Workers' Compensation Insurance: Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

Grant Number: SGC24112, County of Nevada

- ii. **Commercial General Liability Insurance**: Commercial General Liability Insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- iii. **Motor Vehicle Liability**: Motor vehicle liability with limits not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.

C. Additional Insured Parties

Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.

D. Certificate of Insurance

Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the SGC Grant Manager within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

E. Policy Cancellation

Grantee must notify the SGC Grant Manager prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

F. Partners and Subcontractors

Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners and/or Subcontractors.

17. Non-Discrimination Clause

A. Non-Discrimination

During the performance of this Grant Agreement, Grantee and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status.

Grantee and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Grant Number: SGC24112, County of Nevada

Grantee and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f)) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Div. 4.1, Ch. 5.). Those regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

B. Written Notice

Grantee and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

C. Inclusion in Subcontracts

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

18. Conditions for Beginning Work

A. Project Readiness

Readiness requirements for Implementation Grants ensure that proposed infrastructure components can be constructed within the grant term. Please see the list of readiness requirements in the subsections below and in Exhibit H, CRC Implementation Grant Awardee Readiness Checklist. Grant term requirements are the requirements set by the program to be completed during the grant term. Please see the list of grant term requirements in the subsections below and in Exhibit I, CRC Grant Term Requirements Summary.

Readiness requirements must be complete prior to beginning project implementation, unless otherwise specified in the subsections below. The SGC has sole discretion to determine when the Grantee has demonstrated readiness for each Project.

In some cases, where project readiness documents have been submitted to the SGC but require additional updates to meet the below requirements and move the project forward, SGC may, at its sole discretion, use Exhibit K, Special Conditions to clarify items that require updating and the special conditions related to those items.

B. General Requirements

Upon grant execution and demonstration of Project readiness in compliance with CRC Program Guidelines and the CRC Grants Management Manual, Grantee may begin work on all planning, pre-development, community engagement, and community resilience service and program activities. Grantee or Partner costs associated with project management, or the Collaborative Stakeholder Structure may also be spent upon grant execution. Project readiness requirements include the following:

i. **Permits:** Grantee must complete a permitting plan in alignment with the CRC Program Guidelines prior to Project implementation. All permits

Grant Number: SGC24112, County of Nevada

- required to implement project components must be obtained within the grant term but must be obtained prior to implementing relevant Project components.
- ii. **Site Control:** Prior to Project implementation, Grantees who are establishing or expanding facilities must demonstrate site control in alignment with the CRC Program Guidelines and CRC Grant Management Manual.
- iii. **Facility Condition Assessment:** If relevant to the Project, Grantee must complete a Facility Condition Assessment in alignment with CRC Program Guidelines prior to Project implementation and grant execution.
- iv. **Operations and Maintenance Plan:** Grantee must have an Operations and Maintenance Plan in place prior to Project implementation. Within the grant term, Grantees must update and finalize their Operations and Maintenance Plans, detailing indebtedness for all properties included in the CRC Project in alignment with CRC Program Guidelines.
- v. **Additional Requirements:** The State may request additional documentation to assess site readiness and Project feasibility.

C. Capital Project Requirements

For capital projects that will be constructed during the Implementation Grant term, Grantees must demonstrate readiness in accordance with all applicable laws and regulations for the Project, as well as the relevant requirements outlined in Section 8.3 Site-Readiness of the <u>CRC Program Guidelines</u> and the CRC Grants Management Manual prior to beginning construction.

These readiness requirements include:

- i. **CEQA**: Documentation of California Environmental Quality Act (CEQA) compliance (see Subsection D below).
- ii. Site Analysis: A current Project Site Analysis, with any updates if relevant.
- iii. **Facility Floor Plan:** A current Facility Floor Plan, with any updates if relevant.
- iv. **Project Schedule:** A Project Schedule that must include project activities and durations and must be broken down in sufficient detail to manage the work.

Readiness will be assessed and approved independently for each individual CRC Project Component. Grantee may only expend direct project costs for each capital project under this Grant Agreement once Grantee receives written notice from the SGC. Please see Subsection E.

D. California Environmental Quality Act (CEQA) Requirements

i. **Compliance:** Grantee is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) if applicable.

Grant Number: SGC24112, County of Nevada

- ii. Documentation: Documentation of CEQA compliance must be provided to the SGC within the first year of the grant term to establish capital project readiness prior to Project implementation and before beginning construction. The following documentation is acceptable to demonstrate CEQA compliance:
 - a. Documentation for projects to which CEQA does not apply:
 - A signed letter or similar document from the head of the administrative approving entity (e.g., Planning Director) of the lead agency stating that CEQA does not apply to the Project and the basis for that determination.
 - b. Documentation for projects that are categorically or statutorily exempt:
 - A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA;
 - Other documentation confirming that the project is exempt from CEQA, including but not limited to:
 - (1) A resolution adopted by the legislative body of the lead agency (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
 - (2) A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director) of the lead agency.
 - c. Documentation for all other projects subject to CEQA:
 - A file-stamped Notice of Determination
 - Grantees that are federally recognized tribes with projects taking place on tribal lands are not required to comply with CEQA, however they must document that they have complied with alternative processes or programs the tribe implements to evaluate environmental impacts. This can be documented with a signed letter or similar document from an authorized representative of the tribe stating that the tribe has complied with all tribal programs or processes for evaluating environmental impacts for the project.
 - Although not required to establish readiness for Project implementation, Grantee must inform the SGC if any legal claims are filed challenging any of the approvals for the Project,

Grant Number: SGC24112, County of Nevada

including CEQA approvals, within 3 business days of service of the complaint.

iii. **Statutes of Limitation:** Grantees must notify SGC when the statutes of limitations have lapsed for each Project, and if any legal challenges arise. If a legal challenge is brought against a Project, SGC has the authority to issue a Stop Work Order.

E. Documentation of Readiness

Grantees are required to provide sufficient evidence of compliance with readiness requirements. The SGC has sole discretion to determine when the Grantee has demonstrated readiness for each Project. In coordination with Grantee, the SGC will document completion of each required readiness component utilizing Exhibit H, CRC Implementation Grant Awardee Readiness Checklist.

When all requirements for beginning project work for capital projects have been met, the SGC Grant Manager will provide notice via email that project work on capital projects may begin. In cases where work on capital projects began prior to the grant term, the Grantee should provide the appropriate readiness documents to the SGC Grant Manager prior to invoicing for any capital project costs.

F. Failure to Meet Readiness Requirements

Projects that do not meet the relevant readiness requirements of the Grant Agreement or <u>CRC Program Guidelines</u> will be deemed to be infeasible and ineligible for reimbursement until appropriate documentation is submitted to the SGC and the SGC has provided written notice to proceed.

19. Timeliness

Time is of the essence in this Grant Agreement. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

20. Project Monitoring and Oversight

A. Monitoring

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement and the requirements of the CRC Grants Manual. Grantee must work with the SGC Grant Manager to accommodate monitoring requests.

B. Access

The Grantee agrees to provide access to project files, project site(s), and records of expenditures to the SGC when requested for the purposes of monitoring and oversight of the CRC project and funding.

C. Project Meetings

Grant Number: SGC24112, County of Nevada

Once the Grant Agreement is executed, the SGC Grant Manager may request a regularly occurring meeting with Grantee's Grant Manager to discuss the CRC Project. The Grantee check-in meeting schedule will align with the invoicing schedule. Partners agree to participate in two (2) full collaborative check-ins each grant year.

D. Site Visits

The SGC retains the right to conduct annual site visits during the grant term. At the SGC's discretion, site visits may occur more frequently.

E. Final Inspection

Grantee agrees that the SGC or designated representative has the right to conduct a final inspection of completed Projects, as determined by the SGC. For construction Projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications.

If Grantee or Lead Entity arranges a final inspection, Grantee must notify the SGC Grant Manager of the inspection date at least ten (10) working days prior to the inspection in order to provide the SGC the opportunity to participate.

21. Implementation Program Evaluation

CRC Implementation Grantees must set aside a minimum of 3% of their total budget for evaluation costs. CRC Implementation Grantees must each work with an SGC-selected third-party independent program Evaluator to provide project-related data. In partnership with SGC staff, the Evaluator will develop a statewide program evaluation framework and work with grantees to identify indicators for tracking and monitoring for their project.

22. Performance

A. Performance

The SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement.

B. Non-Performance

Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses; inability to meet performance requirements or scheduled milestones; failure to complete or failure to make a good faith effort to complete the CRC Project as a whole or any CRC Project Components; failure to adhere to the CRC Partnership Agreement (Exhibit J, Partnership Agreement); and/or failure to comply with the Guidelines or terms and conditions of the Grant Agreement.

 Notification: The SGC will notify Grantee, in writing, if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance. Grantee must respond to a determination of

Grant Number: SGC24112, County of Nevada

non-performance within thirty (30) days either by: a) acting on corrective actions and notifying the SGC of actions taken, or b) disputing the SGC's findings in writing. The SGC, without waiver of other rights or remedies, may require the Grantee to re-perform any actions defined in this Grant Agreement if determined to be not performed in accordance with the Grant Agreement.

- ii. **Withholding Payment**: The SGC may withhold any payments due to Grantee until the Grantee brings the individual project or CRC Project back into full compliance. Costs and expenses for these actions shall be borne by the applicable Grantee, Partner, or Subcontractor.
- iii. **Stop Work Order**: The SGC has the right to issue a Stop Work Order for an individual project or the CRC Project and suspend payments to the Grantee.
- iv. Failure to Correct: If Grantee fails to correct any non-performance to the SGC's satisfaction, the SGC may elect to terminate the entire Grant Agreement or any part thereof. Grantee may be liable for immediate repayment to the SGC of all amounts disbursed by the SGC under this Grant Agreement for the individual Project or a task within an individual Project as applicable and only if non-performing. The SGC may, at its sole discretion, examine the extent of Grantee compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to the SGC for breach of this Grant Agreement.
- v. **Termination**: Upon termination by the SGC, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

23. Procurement

A. Procurement Standards

Grantees and their Partners must comply with the following standards when purchasing supplies and equipment or contracting for construction and other services.

- i. Separation of Duties: No single person shall have the authority to approve, execute, record, and maintain custody of any resulting assets from the same transaction. If this is not possible due to the limited size of staff or when the process is decentralized, additional safeguards should be implemented.
- ii. **Conflict of Interest**: Maintain a written code of conduct for employees involved in the awarding and administering of contracts that ensures ethical administration and avoids conflicts of interest.
- iii. **Maximize Competition**: To ensure grant funds are spent efficiently and that costs are reasonable, procurement processes should encourage full and open competition whenever feasible.

Grant Number: SGC24112, County of Nevada

- iv. Cost Reasonableness: Grantees must ensure the costs for goods and services purchased with grant funds are reasonable. A cost is considered reasonable if it does not exceed what a prudent person would incur under similar circumstances at the time the decision was made. A cost reasonable analysis must be completed as part of any procurement. The SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements of this Agreement may not be reimbursed by the State.
- v. **Recordkeeping**: Grantees must maintain documentation of their normal procurement policy and competitive bid process, including the use of sole source purchasing, as well as documentation evidencing compliance with prevailing wage requirements, if applicable. Records shall be maintained which are sufficient to track the procurement actions taken.

C. Procurement Methods

Grantees and their Partners should utilize one of the following procurement methods to ensure full and open competition:

- i. **Supply Purchase**: Supply purchases are when purchasing goods, materials, and supplies costing less than \$5,000 per unit with CRC grant funds. Supply purchases may be completed without soliciting quotes if the price is determined to be reasonable based on research, experience, or other information. Documentation of the purchase order/contract and receipt/invoice must be maintained. To maximize competition, supply purchases should be distributed equitably among qualified vendors when practicable.
- ii. **Equipment and Electronics Purchase**: Equipment and electronics purchase procedures apply when utilizing CRC grant funds to purchase equipment, electronics, or goods prone to theft, loss, or misuse. The reasonableness of costs must be verified by soliciting, obtaining, and documenting price rate or quotes from at least two (2) qualified vendors.
- iii. **Professional Services Contract**: Professional service contract procedures apply when utilizing CRC grant funds to pay for professional services. When procuring professional services, a Request for Proposals (RFP) or Statement of Qualifications (SOQ) must be issued and at least two (2) proposals must be solicited, obtained, and documented. Factors other than price may be considered in awarding contracts, however, all evaluation criteria must be established in advance and included in the solicitation. The professional service contract should either be a fixed-price or cost-reimbursement contract with the vendor offering the most advantageous proposal, considering price and other pre-defined criteria. Copies of the RFP/SOQ, solicitation efforts, proposals received, and a completed proposal evaluation must be submitted to the SGC.

Grant Number: SGC24112, County of Nevada

iv. **Construction Contract**: When utilizing CRC grant funds to pay for construction services, an Invitation for Bids (IFB) or Notice Inviting Bids (NIB) must be formally advertised and at least two (2) proposals must be solicited, obtained, and documented. Price should be the sole determining factor in awarding construction contracts and a fixed-price contract must be used. Copies of the IFB/NIB, proof of publication, solicitation efforts, bids received, and a completed bid evaluation must be submitted to the SGC.

D. Procurement Limitations

Any entity that is revoked, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the CRC Project may not receive a CRC-funded contract or conduct work on any CRC-funded project.

E. Grantee Procurement Policies and Procedures

Grantees and their Partners may follow their own established procurement policies and procedures as their primary process only if they meet these procurement standards and procurement methods.

24. Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Grant Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Grantee or any employee or agent of Grantee.

25. Equipment

A. Purchase

Purchase of equipment using grant funds is allowable only with prior approval by the SGC Grant Manager. Cost of equipment purchased shall be substantiated by purchase receipt.

B. Grant-Funded Equipment

If grant funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is "grant-funded equipment."

C. Ownership

For any equipment purchased or built with funds that are reimbursable as a direct cost of the CRC Project, as determined by the SGC, the Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on the title.

D. Dedicated Use

During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless the SGC agrees otherwise in writing.

Grant Number: SGC24112, County of Nevada

E. Equipment Inventory Record

For the duration of the useful life of each grant-funded equipment, the grantee shall maintain an <u>Equipment Inventory Record</u> (Exhibit F, Equipment Inventory Record) identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The Equipment Inventory Record will be provided by the SGC Grant Manager. The requirements of this section will survive termination of this agreement.

Grantee must maintain an Equipment Inventory Record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS devices, etc.) costing less than \$5,000 must be inventoried. Details on the inventory record are to be provided in the Grant Management Manual.

The Equipment Inventory Record must be updated annually and upon request. See CRC Grant Management Manual, Section XIII, Reporting Requirements, for more information.

F. Equipment Leasing

If equipment is leased, a cost-benefit analysis justifying the decision to lease versus purchase equipment must be provided to the SGC Grant Manager for approval prior to leasing equipment. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.

G. Equipment Rates

Use of equipment by the Grantee may be charged to the grant at a rate set by the <u>California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide</u>. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost (if leased).

H. Assumption of Risk

Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. The SGC may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the SGC, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the SGC with no expense to the State.

I. Theft of Equipment

In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

J. Disposition of Equipment

On completion or early termination of the Grant Agreement, the SGC will either require that the equipment be returned or authorize the continued use of such equipment at or

Grant Number: SGC24112, County of Nevada

around the Project Area; in making that determination, the SGC will consider the useful life of the equipment, and the Grantee may be required to refund the SGC for the fair market value of equipment that continues to have a usable life, but is no longer required for grant implementation. The SGC may, at its discretion, authorize that the equipment be donated to a charitable organization in the community in which the Project Area is located.

K. Changes in Ownership or Use

If the ownership or use of equipment changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

26. Computer Software

Grantee must ensure that the appropriate systems and controls are in place so that funds under this Grant Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

27. Vehicles

A. Ownership

For any vehicles acquired with funds that are reimbursable as a direct cost of the CRC Project, the Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title.

B. Dedicated Use

During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless the SGC agrees otherwise in writing.

C. Maintenance

Vehicles acquired – including, but not limited to, bicycles, cars, buses, vans, rail passenger equipment – must be maintained in a state of good repair and dedicated to the described use during the grant term and to public transportation use for their full useful lives.

D. Vehicles for Public Transit

Vehicles acquired for purposes of public transit must be maintained in a state of good repair and dedicated to that public transportation use for their full useful lives, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation, or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.

Grant Number: SGC24112, County of Nevada

E. Vehicles for General Project Work

Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful lives, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State practices. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the SGC for their fair market value.

F. Changes in Ownership or Use

If the ownership or use of vehicles changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

28. Infrastructure

A. Ownership

For any rights of way, real and personal property, leases, improvements and infrastructure funded as a reimbursable direct cost of the CRC Project, the Grantee, Lead Entity, or an appropriate public agency or Subcontractor, as applicable, must be the sole owner of the title or leasehold.

Grantee, Partner, or Subcontractor, as applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the CRC Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings.

B. Dedicated Use

Each site acquired or improved upon with funding provided under this Grant Agreement must remain dedicated for a minimum of 15 years to the described use in the same proportion and scope as was in the Grant Agreement, unless the SGC agrees otherwise in writing. This includes meeting all requirements as described under Section 28 on CRC Facility Function and Features Requirements. If Grantee becomes aware that the property funded by the SGC grant funding is sold or the use is substantially changed, Grantee shall notify the SGC or its successor in writing within 7 calendar days of becoming aware of this change. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by the SGC.

C. Deed Restrictions

By the end of the second year of the grant term, Grantee must provide the SGC with a recorded deed restriction, Memorandum of Unrecorded Grant Agreement (MOUGA), or Notice of Unrecorded Grant Agreement for each site acquired or improved upon with funding provided under this Grant Agreement. The recorded deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement must demonstrate the site's

Grant Number: SGC24112, County of Nevada

dedicated use as a community-serving facility for a minimum of 15 years after Project implementation is complete.

When directed to do so by the SGC, Grantee further agrees to record a deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement limiting use of property subsequently acquired or improved upon with CRC funds in furtherance of the Project covered by this Grant Agreement in a manner which advances the SCG's CRC Program goals.

D. Capital Projects

Capital Projects owned or operated by public entities must include the public agency on the application or include an executed agreement with that public agency for the completion of the resilience center upgrades for which funding is sought before the grant agreement is signed.

E. Maintenance

Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the CRC Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless the SGC, Grantee, Partner, or Subcontractor (as applicable) agrees otherwise in writing.

Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from the SGC. The CRC Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

F. Changes in Ownership or Use

If the ownership or use of infrastructure changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

29. CRC Facility Function and Feature Requirements

All CRC Projects must involve a physical building. By the end of the CRC Implementation Grant award term, all CRC Facilities must meet all required facility functions and features as outlined in Section 5 of the <u>CRC Program Guidelines</u>.

A. Required Functions

By the end of the grant term, all CRC facilities must:

- i. Be open and accessible to the public and offer Community Resilience Services and Programs year-round to community members.
- ii. Be able to be activated seven (7) days per week for heat waves and other climate emergencies that do not require overnight sheltering; and

Grant Number: SGC24112, County of Nevada

iii. Be able to be activated for overnight-shelter 24/7 during larger-scale climate emergencies OR able to coordinate transport of community members to an identified nearby evacuation shelter.

CRC facilities that will provide overnight-shelter during disasters must additionally demonstrate ability to meet the functions outlined in Section 5.4 of the <u>CRC Program</u> Guidelines.

All proposed CRC Project components will be subject to all applicable local, state and federal codes and regulations necessary to enable their use for the required functions outlined in Section 5.4 of the <u>CRC Program Guidelines</u>.

B. Required Features

By the end of the grant term, all CRCs must have capabilities and features that enable the site to be activated for a range of climate and other emergencies as outlined in Section 5.4 of the CRC Program Guidelines.

C. Rural Communities Modifications Requests

Projects located in rural communities for whom these requirements present a hardship may request modifications, with justification, for asterisked (*) functions or features in Section 5.4 of the <u>CRC Program Guidelines</u>.

In these cases, Grantees must name the asterisked function or feature, provide context for the specific hardship, propose a relevant and feasible modification, and submit a request to SGC staff. Staff will review such requests on a case-by-case basis.

D. Operations and Maintenance Plan

Grantees must update and finalize an operations and maintenance plan, detailing indebtedness for all properties by the end of the grant term.

E. Community Resilience Services and Programs

Services and programs that operate out of the CRC Facility should build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public.

Grantees must offer Community Resilience Services and Programs until the completion of the CRC grant term.

F. Year-Round Community Resilience Plan

Grantee must update and finalize a Year-Round Community Resilience Plan by the end of the grant term as detailed in Section 5.4 of the <u>CRC Program Guidelines</u>. Grantee must ensure that their Year-Round Community Resilience Plan outlines proposed Partners, strategies, and activities to ensure CRCs are used year-round, and not only during emergencies. The plan must be submitted in the format requested by SGC staff. A draft plan should be submitted on an annual basis as an attachment to the required annual report. Final plans must be submitted to SGC alongside the final report by the end of the grant term.

Grant Number: SGC24112, County of Nevada

30. Emergency Planning and Coordination

A. CRC Emergency Plans

Grantees must update and finalize a CRC Emergency Plan by the end of the grant term as detailed in Section 5.4 of the <u>CRC Program Guidelines</u>. Emergency Plans must specifically consider how they will serve priority populations and other vulnerable community members and must include all of the following components:

- i. Emergency communications plan, with a focus on priority populations.
- ii. Energy resilience plan for backup power during emergencies and renewable energy generation.
- iii. Mobility plan to transport community members to and from the CRC Facility, as well as alignment with or connection to identified accessible evacuation routes.
- iv. Description of how Grantees will work with relevant emergency response organizations including, but not limited to: the jurisdiction's Office of Emergency Services, local hospitals or other healthcare providers, utility operators, and social service and volunteer agencies that provide direct service and relief.
- v. Agreements and processes that ensure the CRC will be able to be activated in the case of an emergency (including triggers for emergency situations), processes for activating the center during an emergency, and defined roles and responsibilities of the different organizations involve.

At minimum, Emergency Plans should align with local relevant emergency planning documents including the General Plan Safety Element, Local Hazard Mitigation Plan, and/or County Emergency Operations Plan.

Plans must be submitted in the format requested by SGC staff. Draft plans should be submitted on an annual basis as an attachment to the required annual report. Final plans must be submitted to SGC alongside the Final Report by the end of the grant term.

B. Emergency Activation Coordination

- i. Grantees must coordinate with their County Office of Emergency Services, or the relevant departments responsible for emergency management and planning for the County, to determine procedures for emergency activation, unless the Project is located entirely on Tribal trust lands. This coordination is a required and ongoing component throughout the CRC Implementation Grant term.
- ii. By the end of the grant term, for CRCs where the County is not a Lead Applicant or Co-Applicant, Grantees will be required to submit signed Memorandum of Understanding/Agreement (MOU/MOA) with County entities detailing emergency activation procedures for the CRC or that identifies the CRC as a shelter resource in a county/regionally

Grant Number: SGC24112, County of Nevada

- developed Emergency Operations Planning (EOP) document. Projects located on Tribal trust land will not be required to submit Letters of Commitment or a MOU/MOA.
- iii. If a Grantee is unable to provide an MOU/MOA, SGC may consider requests for alternative means of demonstrating compliance with this requirement, such as a Letter of Commitment.

31. Ownership of Deliverables

Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.

32. Payment

A. Payment Terms

- i. Except as may be allowed under Subsection E, Grantee will be paid on a reimbursement basis.
- ii. To receive reimbursement payments of grant funds, Grantee must submit an invoice reflecting costs incurred for eligible program activities and expenses.
- iii. Invoices may be submitted by the Grantee every other month. Please see Section 34 Invoicing of this Grant Agreement for details.

B. Cost Principles

- i. All costs to be reimbursed must be consistent with the <u>CRC Program</u> Guidelines.
- ii. All costs to be reimbursed must be reasonable.
- iii. Indirect costs may total up to 12% of the awarded CRC funds, with the exception of Federally Recognized Native American Tribes, who may use the indirect cost rate negotiated with the federal government, as defined by the CRC Program Guidelines. Indirect costs are costs of doing business that are of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization.
- iv. The SGC will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the <u>Budget Detail</u> <u>Worksheet</u> (Exhibit B, Work Plan and Budget).

C. Reimbursement

i. To receive reimbursement payments of grant funds, Grantee must submit an invoice reflecting costs incurred for eligible program activities and expenses.

Grant Number: SGC24112, County of Nevada

- ii. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to grantee. Please see Section 34 Invoicing of this Grant Agreement for details.
- iii. Upon receipt and approval of an itemized invoice and required supporting documentation, the SGC agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet (Exhibit B, Work Plan and Budget).
- iv. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- v. The SGC will not reimburse for funds spent on activities that occur prior to grant execution.

D. Retainage

The SGC will withhold the final five percent (5%) of the total grant budget, to be paid once the SGC determines that all terms of the Grant Agreement, including any final reporting requirements, have been satisfied.

E. Advance Pay

- i. The SGC is authorized to provide eligible Grantees advance payments of CRC grant award. The SGC may approve advance payments under this grant at its sole discretion.
- ii. All requests for advance payments shall be submitted to the SGC in writing using the Advance Pay Request form, which will be provided upon request, along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1. Any material changes to the request form must be reported to the SGC in writing within 30 days.
- iii. Advance payments shall not exceed 25% of the total grant award.
- iv. All advance payments and the amount of any advance payment is subject to the SGC's sole discretion. The amount advanced shall be limited to the minimum immediate cash requirements necessary to carry out the scope of work.
- v. All funds received as an advance payment must be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals.
- vi. Grantees must provide progress reports on the spend down of advanced funds on no less than on a quarterly basis, include a summary of work completed, proof of expenditure, and other associated information. Grantees must report the interest earned on advanced funds to the SGC, upon the SGC's request.

Grant Number: SGC24112, County of Nevada

33. Payee Data Record Form - STD 204

This form must be completed by all Grantees. It requires Grantees to provide payee information, entity information, Tax Identification Number (TIN), and payee residency status.

34. Invoicing

A. General Requirements

Grantees are responsible for submitting invoices for reimbursement using the invoice template provided by the SGC and included in Attachment 4: Invoice and Progress Report Template, including any supporting documentation. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to Grantee.

B. Invoice Package

An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the "Invoice Package."

The full Invoice Package must include the following:

- Completed invoice form on official letterhead signed by the Authorized Signatory, or authorized designee on file with the SGC, certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
- ii. Supporting documentation for costs incurred. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Exhibit B, Work Plan and Budget
- iii. Deliverables and/or evidence of work completed.
- iv. Progress reports and other reports, as applicable.

The SGC has the discretion to determine the sufficiency of work completed and completeness of an Invoice Package.

C. Invoice Summary

The Grantee will complete one (1) "Invoice Summary" form, compiled with all the "Invoice Detail" forms (Non-Payroll and Payroll forms) and supporting documentation, and submit to the SGC Grant Manager.

D. Invoice Detail

An "Invoice Detail" form shall be filled out by the Partner or Grantee for each CRC Funded Project and Grantee Costs and shall include details of Non-Payroll and Payroll expenses, along with supporting documentation for each line item.

Grantees must ensure that:

Grant Number: SGC24112, County of Nevada

- i. Expenses are broken out at the task level.
- ii. Expenses under each task are broken out by cost type (i.e., personnel, travel, supplies, etc.).
- iii. Travel and equipment are clearly identified.
- iv. All costs seeking reimbursement are eligible costs indicated in the Grant Agreement and <u>CRC Program Guidelines</u>. The SGC Grant Manager may ask for additional documentation to verify cost reasonableness.
- v. Supporting documentation is provided for each line item and is clearly referenced.

E. Supporting Documentation

- i. **Requirement**: Grantee and Partners must submit supporting documentation, including progress reports, for all itemized costs.
- ii. **Documentation**: Documentation may include but is not limited to copies of purchase orders, receipts, Subcontractor invoices, and timesheets or timesheet summaries. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by the Grantee.
- iii. Indirect/Overhead Costs: Supporting documentation does not need to be provided for indirect/overhead costs. However, the Grantee must maintain records of indirect/overhead costs to be made available upon request from the SGC. Grantee shall invoice in accordance with the indirect/overhead cost rate(s) approved for each project and plan under the grant.
- iv. **Personnel/Staff Time**: A timesheet summary template (Timecard Template) will be provided to report personnel costs, but note that Grantee and Partners can also use their own summary format as long as it includes the following information:
 - Name of individual
 - Date(s) on which the work was performed
 - Specific grant-related activities or objectives to which the individual's time was devoted
 - Hourly rate
 - Amount of time worked
 - Certification signature
- v. **Non-Hourly Personnel/Staff Time:** For staff positions that do not bill at an hourly rate, Grantees should work with their payroll/financial office to provide supporting documentation that reflects the staff pay for the hours worked. Individual employee timesheets, activity logs, and/or payment records do not need to be submitted as supporting

Grant Number: SGC24112, County of Nevada

- documentation, though such documents must be retained by the Grantee and Partners in case of an audit (see Section 42 Audit).
- vi. **Certification**: It is the responsibility of the Grantee to certify that the information submitted is true and correct by signing the personnel/staff time supporting documents. If the Authorized Signatory is being funded with SGC funding, ensure timesheets or time reports are signed and verified by another qualified person from the organization.

F. File Naming Convention

Supporting documentation should use the following naming convention and be clearly referenced in the Invoice Detail tab:

"SGC241[XX]_ [Invoice #]_[Task #]_[Support Docs]_x"

G. Documentation Discrepancies

When there are discrepancies between a reimbursement request amount and the supporting documentation provided, the SGC will only reimburse for the amount on supporting documentation. If the Grantee can demonstrate the remaining unverified costs, that amount will be applied to the following invoice reimbursement.

H. Invoice Submission

Grantees will submit invoice packages via the SGC-provided online submission platform unless otherwise requested by the SGC. After uploading all documents, the Grantee must email their SGC Grant Manager and copy the CRC Staff email (crc@sgc.ca.gov) and the SGC Accounts Payable office (accountspayable@opr.ca.gov) to notify them of the submission and attach a signed PDF of the invoice summary to be processed.

I. Invoice Disputes

- i. In the event of an invoice dispute, the SGC Grant Manager will notify the Grantee in writing within fifteen (15) working days of receipt of the disputed invoice. During the dispute, both parties shall deal in good faith to resolve the dispute and the Grantee shall continue to meet its responsibilities and obligations under the terms of the Grant Agreement.
- ii. If a Grantee contests the decision made by the SGC Grant Manager, the Grantee shall submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution
- iii. The "Notice of Dispute" shall be sent to crc@sgc.ca.gov, with copies sent via email to the SGC Grant Manager contacts on the Project Representatives Form (Exhibit C, Attachments, Attachment 2).

Grant Number: SGC24112, County of Nevada

- iv. Within 30 days after receipt of the "Notice of Dispute," the SGC CRC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

J. Non-Conforming Invoice Packages

If the SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, the SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement

K. Final Invoice

The final invoice for each CRC Project should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in Section 32(D).

35. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the <u>State of California travel reimbursement rates</u> in effect during the term of this Grant Agreement.

A. Reimbursement

The SGC will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the <u>CRC Program Guidelines</u>.

B. Travel Records

Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

C. Travel Costs

Grantee shall ensure travel costs are included in the <u>Budget Detail Worksheet</u> (Exhibit B, Work Plan and Budget) and are tied to tasks and deliverables in the <u>Work Plan</u> (Exhibit B, Work Plan and Budget).

D. Indemnification and Hold Harmless

Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.

Grant Number: SGC24112, County of Nevada

36. Leveraged Funds

Leveraged funding is funding from non-CRC sources which supports activities that are integrated into the overall CRC Proposal as defined in Exhibit B, Workplan and Budget. Leveraged funding must support the implementation of the Strategies selected to achieve the CRC Program Objectives, as determined by SGC. Leveraged funds must be spent for the purposes of the CRC Project.

Grantee shall ensure it and its Partners report on the leveraged funding expended in the Annual Leveraged Funding Report form. Grantee must retain supporting documentation of leveraged funding that will be made available to the State upon request. Grantees shall ensure adequate books and accounts are maintained documenting leveraged funding in accordance with generally accepted accounting principles, consistently applied.

Grantee must only report eligible leveraged funding expenditures. Expenditure of leveraged funding will only count if it advances a critical CRC project component or deliverable as required by the CRC Program Guidelines and outlined in the proposal scope. If leveraged funding sources change during the grant term, Grantee will notify the SGC at the subsequent reporting due date.

Changes in leveraged funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.

37. Revenue

All revenue generated as a part of any Project by Grantee, Partner or Subcontractor must be used to further the CRC Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes. Grantee agrees to maintain records of revenue generated and provide a report to the SGC upon request.

38. Reporting Requirements

Grantee must provide period progress reports and information as requested by the SGC Grant Manager. All reports must be completed using templates attached to this Grant Agreement or provided by the SGC and submitted using the naming conventions provided by the SGC Grant Manager.

A. Bi-monthly Progress Reports

Grantee will submit bi-monthly progress reports to accompany bi-monthly invoices.

B. Annual Reports

Grantees must provide an annual report at the end of each year of the grant term. The annual report includes: a leveraged funding report, if applicable; an equipment inventory record, if applicable; an annual summary report; and any indicator tracking data required for program evaluation. The Grant Management Manual and the SGC

Grant Number: SGC24112, County of Nevada

Grant Managers will provide additional details on annual reporting requirements and templates.

C. Final Report

When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

- Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Section 34 Invoicing.
- ii. Use the Final Report template (Attachment 3).
- iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).
- iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the project.

For further detail on reporting requirements, the Grantee may refer to the <u>CRC Program Guidelines</u> and CRC Grant Management Manual.

39. Document Submission

A. Submission Method

When this Grant Agreement requires Grantee to provide invoices, reports, or other documents to the SGC Grant Manager, Grantee must use the SGC-provided online submission platform and email unless requested otherwise by the SGC.

B. Email Communications

All email communication must contain the Grant Agreement number and Grantee's name in the subject line.

C. Submission of Invoices

- i. Grantee shall submit invoices on a bi-monthly basis, in arrears, to the SGC Grant Manager.
- ii. A request for payment shall consist of an Invoice Package, comprised of an invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials.
- iii. Grantee must submit invoices to the SGC online submission platform. Following submission, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the SGC Grant Manager.
- iv. Grantees must include the Grant Agreement number and Grantee's name in the subject line.

Refer to Section 34 Invoicing for additional details and requirements.

Grant Number: SGC24112, County of Nevada

40. Records Management and Retention

A. Project File

Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

B. Ledger Account

Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables in Exhibit B, Work Plan and Budget. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the CRC Project in accordance with generally accepted accounting principles.

C. Period of Record Retention

Grantee, Partners, and Subcontractors must maintain copies of Project records four (4) years after all terms of the Grant Agreement are fulfilled, unless a longer period of records retention is stipulated.

D. Protection

Grantee, Partners, and Subcontractors shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

E. Access

Grantee agrees that the State or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of the Grant Agreement and interview any employees who might reasonably have information related to such records.

F. Audit

Grantee agrees that the State will have the right to audit records and interview staff of any Partners and Subcontractors related to performance of the Grant Agreement. For additional detail, please see Section 42 Audit.

41. Personally Identifiable Information (PII)

Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals, is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant state or federal statutes and regulations. Grantee must ensure that all such information or

Grant Number: SGC24112, County of Nevada

data that comes into possession under this Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

42. Audit

A. Audit Period

Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that the SGC, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Audits may also include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.

B. Process and Notification

At any time, the SGC, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the SGC, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the SGC to audit records and interview staff in any Partnership Agreement and subcontract related to performance of this Grant Agreement in accordance with Government Code Section 8546.7.

C. Partners and Subcontractors

Partners and Subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above and in Section 40 Records Management and Retention.

D. Compliance

Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code Section 10115.10.

Grant Number: SGC24112, County of Nevada

The SGC may require recovery of payment from the Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

43. Dispute Resolution

A. General Disputes

The following section pertains to the general occurrence of disputes under the grant agreement between the SGC and Grantee. Examples of such disputes include, but are not limited to, invoice discrepancies between the work claimed in the invoice and agreed-upon project activities, significant increase in the cost of an activity, invoices for activities not approved under the project.

- i. During a dispute, Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- ii. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the SGC Grant Manager.
- iii. If Grantee contests the decision made by the SGC Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. Invoice Disputes

For information on invoice disputes, please see Section 34 Invoicing for additional details and requirements.

C. Contesting a Dispute Decision

If Grantee contests a decision made by the SGC Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

- i. The Grant Agreement number
- ii. A complete description of the basis for the dispute
- Legal authority or pertinent facts, supporting arguments and documentation
- iv. Action requested for resolution

D. Submission of Notice of Dispute

The "Notice of Dispute" shall be sent to <u>crc@sgc.ca.gov</u>, with copies sent via email to the SGC Grant Manager contacts on the Project Representatives Form (Exhibit C, Attachments, Attachment 2).

E. Dispute Resolution

Within 30 days after receipt of the "Notice of Dispute," the SGC CRC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:

i. The decision made

Grant Number: SGC24112, County of Nevada

- ii. An explanation for the decision
- iii. Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

44. Stop Work

If it is determined, at the sole discretion of the SGC, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice from the SGC to stop work, Grantee shall cease all work under this Grant Agreement.

The SGC has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

If Grantee issues a Stop Work Order to a Partner, or if Grantee and/or Partners issue a Stop Work Order to any Subcontractors, they must notify the SGC within ten (10) working days of issuing the order.

45. Health Impacts

If the SGC has a reasonable concern about the public health impact of a Project Component, the SGC may require Grantee to further study and mitigate the impact as directed by the SGC. Section 32 Payment, of this Agreement notwithstanding, Grantee may required any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.

46. Termination

A. Completion of Project

This Grant Agreement shall terminate upon completion of the project or at the end of the grant term, but no later than payment of the last project invoice.

B. Early Termination

Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice to the other Party. The notice shall specify the reason for early termination and may permit Grantee or the SGC to rectify any deficiency (ies) prior to the early termination date.

- i. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
- ii. Upon receipt of notice from the SGC of early termination, Grantee shall immediately take action to ensure neither it nor any Partner or

Grant Number: SGC24112, County of Nevada

Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

iii. The SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.

C. Budgetary Termination and Amendment

If funding for any fiscal year is reduced or deleted by the Budget Act or funding becomes unavailable, for any reason, for purposes of this program, the SGC shall have the sole discretion to either terminate this Grant Agreement with no liability occurring to the SGC or offer an amendment to reflect the reduced amount.

- i. SGC will notify Grantee in writing 30-days prior to termination or amendment pursuant to this section.
- ii. Grantee will be compensated for work already performed under the agreement, if sufficient funding exists, but will not be able to perform any further work or incur any additional costs once it receives notice of termination from the SGC.

47. CRC Grant Publicity Guidelines

Grantee agrees that it will acknowledge the SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the CRC grant. The SGC Grant Manager will provide the SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the CRC Publicity Guidelines provided by the SGC (Exhibit E, CRC Grantee Publicity Guidelines). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please contact your SGC Grant Manager.

A. Long-Form Materials

Long-form written materials, such as reports, must include the following standard language about the SGC and CRC:

"The California Strategic Growth Council's (SGC) Community Resilience Centers Program (CRC) funds neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. For more information, visit https://sgc.ca.gov/grant-programs/crc."

B. Press Releases, Flyers, and Visual Materials

Any informational materials that do not qualify as long-form but include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include following language:

Grant Number: SGC24112, County of Nevada

"[Project Name] is supported by the California Strategic Growth Council's Community Resilience Centers (CRC) Program."

Grantee may, at times, produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging the SGC support is not practical, Grantee should instead include the official logo of the SGC, preceded by the words "Funded by."

48. Right to Publish

A. Right to Publish

Subject to any restrictions on the publication, disclosure, dissemination and use of data or information set forth in this Agreement or under any applicable law, Grantee shall have the right to publish, disclose, disseminate, and use, in whole and in part, any data and information received or developed under this Agreement.

B. Review Process

- i. Grantee shall ensure that publications, presentations, and other public releases resulting from work performed under this Agreement are provided to the SGC for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s).
- ii. During the first twenty (20) calendar days of such review period, the SGC may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication, or other media release. The SGC will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Grantee.
- iii. Within the review period, the SGC may provide feedback to the Grantee; the Grantee will give good faith consideration to such feedback but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law.
- iv. Any of the above referenced time periods maybe modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.

C. Terms & Conditions Required for State-Funded Research Grants

The Parties shall comply with the California Taxpayer Access to Publicly Funded Research Act (Government Code Section 13989 et seq.), including but not limited to:

i. Grantee is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts based on work performed under this Agreement fully comply with Government Code Section 13989 et seq.

Grant Number: SGC24112, County of Nevada

- ii. For a peer-reviewed manuscript accepted for publication, Grantee shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the SGC, including but not limited to:
 - CSU ScholarWorks at the Systemwide Digital Library (http://www.calstate.edu/library), or
 - UC California Digital Library (https://www.cdlib.org/), or
 - PubMed Central (https://www.ncbi.nlm.nih.gov/pmc/).
- iii. Grantee shall instruct the Principal Investigator to report to the SGC the final disposition of the peer-reviewed manuscript, including but not limited to:
 - whether it was published,
 - where it was published,
 - · when it was published,
 - when the 12-month period after publication expires; and
 - where the manuscript will be available for open access.
- iv. The SGC shall retain information regarding all issued research grants that resulted in published works.

49. Copyrights

A. Copyrightable Works

All rights in copyrightable works first created by Grantee in the performance of the Budget and Schedule of Deliverables, in Exhibit B, Work Plan and Budget, under this Agreement are the property of Grantee. Grantee shall grant the State a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the deliverables identified in Exhibit B, to fulfill the State's government purposes.

B. Reserved Rights

Notwithstanding the above, if the purpose of the Budget and Schedule of Deliverables is specifically to create a copyrightable work for use by the State then all rights in such copyrightable work will be the property of the State, subject to a reserved right for Grantee to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

C. Written Requests

The SGC may make written requests for delivery of works first created in the performance of the Budget and Schedule of Deliverables, but which were not

Grant Number: SGC24112, County of Nevada

identified as deliverables. To the extent Grantee is legally able to do so, Grantee shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes.

50. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, Partners, Subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

51. Waiver of Rights

This section refers to the Grantee's voluntary waiver of certain causes of action (lawsuits) against the SGC in the event of harm or liability related to the grantee's actions while implementing the grant project.

- i. Grantee waives any and all rights to any type of express or implied indemnity (i.e., contractual relationship) or right of contribution from the SGC, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- ii. Grantee waives all claims and recourses against the SGC, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the SGC, its officers, agents, and employees.
- iii. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

52. Force Majeure

Neither the State nor Grantee will be responsible hereunder for any delay, default, or nonperformance of this Grant Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the State or Grantee, its Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

Grant Number: SGC24112, County of Nevada

53. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, including the California Environmental Quality Act, and shall secure and/or maintain any permits required by authorities having jurisdiction over the Project(s).

54. Americans with Disabilities Act

Grantee assures the SGC that Grantee complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). Grantee is expected to know, understand, and comply with ADA requirements. To that end, the SGC encourages Grantee to review guidance from: the U.S. Department of Justice Civil Rights Division at www.ada.gov; the State of California Civil Rights Department at: https://calcivilrights.ca.gov/peoplewithdisabilities; and the Pacific ADA Center at www.adapacific.org. The SGC also encourages Grantee to coordinate with local, regional, and/or state disability rights organizations on opportunities for staff training and education.

55. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace as outlined in this section.

A. Statement Publication

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establishment of a Drug-Free Awareness Program

Establish a Drug-Free Awareness Program, as evidenced by a drug-free workplace policy statement, to inform employees about:

- i. The dangers of drug abuse in the workplace.
- ii. The person's or organization's policy of maintaining a drug-free workplace.
- iii. Any available counseling, rehabilitation, and employee assistance programs.
- iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Employee Awareness

Every employee who works on this Grant Agreement will:

Grant Number: SGC24112, County of Nevada

- i. Receive a copy of the company's drug-free workplace policy statement.
- ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

D. Failure to Comply

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the SGC determines that any of the following has occurred: Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et sea.).

56. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

57. Environmental Justice

In the performance of this Grant Agreement, Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California, consistent with Government Code Section 65040.12, subdivision (e).

58. Union Organizing

By signing this Grant Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:

- No grant funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.
- ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee must maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

Grant Number: SGC24112, County of Nevada

59. Prevailing Wage

A. General Requirements

CRC-funded Projects may be subject to State Prevailing Wage Requirements, pursuant to Section 1700 of the California Labor Code. The California Labor Code requires payment of local prevailing wages to workers and laborers on state government contracts in excess of \$1,000 for public works projects.

B. Public Works

A "public work" is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Grantee can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

C. Grantee Responsibilities

Grantee must ensure the following on "public work" activities under this Grant Agreement:

- i. Prevailing wages are paid;
- ii. The Project budget and invoices for labor reflects prevailing wage requirements, or if exempt, provide the applicable exemption to the SGC with the Project budget; and
- iii. The Project complies with all other requirements of prevailing wage law, including but not limited to, keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

D. Partners and Subcontractors

Grantee shall ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee shall ensure that all agreements with its Partners and Subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects.

60. Recycled Contents Products

Grantee must ensure each Lead Entity certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).

Grant Number: SGC24112, County of Nevada

61. Relocation

If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, Div. 1, Ch. 6, § 6000 et seq.) for the Project Area, Grantee must provide a copy of the relocation plan.

62. Expatriate Corporations

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

63. Corporation Qualified to do Business in California

When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

64. Certificate of Compliance with Russia Sanctions

Per Executive Order N-6-22, all contractors and Grantees that have agreements valued at \$5 million or more with agencies or departments subject to the California Governor's authority are directed to report their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Grantees subject to the certification requirement should carefully review the Executive Order and the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in Executive Order N-6-22, sanctions identified by the U.S. Department of the Treasury, and sanctions imposed under state law, if any. A certification of compliance, included as Attachment C-6, must be returned to the SGC prior to any disbursement of grant funds.

Additionally, should the SGC at any time determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The SGC shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the SGC.

65. Governing Law and Venue

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue will be in Sacramento County, California.

Grant Number: SGC24112, County of Nevada

66. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

67. Budget Contingency Clause

A. Budget Act Appropriations

If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, SGC may terminate pursuant to Section 46 of this agreement and this Grant Agreement shall have no further force nor effect. In this event, the SGC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

68. Recovery of Funds

In the event the SGC determines grant funds are not being used, or have not been used, for purposes in accordance with this Agreement, the <u>CRC Program Guidelines</u> or the CRC Grant Management Manual, the SGC has discretion to take appropriate action under this Grant Agreement, in law or in equity, including but not limited to:

- Requiring Grantee to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;
- ii. Requiring Grantee to repay any funds improperly expended.

69. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 6, 8, 16, 20, 25, 28, 37, 40, 41, 42, 48, 49, 50, 59, 60, 65, 67, and 69.

Grant Number: SGC24112, County of Nevada

Exhibit B, Work Plan and Budget

CRC Implementation Grant Work Plan

Project Name: Revitalizing Western Nevada County Veterans' Halls

Nevada County and partners FREED Center for Independent Living (FREED), Aging and Disability Resource Connection (ADRC), Gold Country Senior Services (GCSS), and Interfaith Food Ministry of Nevada County (IFM) propose a combination of capital improvements and programming at two existing Veteran's Halls that will improve overall community resilience. The Collaborative Stakeholder Structure has a wealth of experience supporting communication and resources to residents, providing social support, educational outreach, and gathering seniors and residents of all ages, as well as providing food for low-income residents and families. The Grass Valley CRC and Nevada City CRC will provide shelter and resources during extreme heat, wildfires, winter storms and emergencies as well as expand community programming that provide meals and food, will host space for community convenings such as biannual gatherings of the Nevada City Rancheria Nisenan Tribe, and introduce classes that support the health, emergency preparedness, and financial wellbeing of all residents.

High Level Activities	Responsi ble Party	Performance Measures [Any appropriate deliverables, metrics, milestones]	Timel ine [Start and End Date]
TASK 1: Renovate CRC Veter	ans' Halls		
Subtask A: Procurement of Professional Services – Architectural & Engineering (Both CRC Sites) Prepare and publish RFP for Architectural & Engineering Firm, complete selection process and execute contract.	County of Nevada A&E Firm - TBD	Copy of RFP (solicitation efforts, completed proposal evaluation, winning proposal) Executed Contract	Month 3 - Month 8
Subtask B: Develop Plans & Specs – Architectural & Engineering (Both CRC Sites)	County of Nevada A&E Firm - TBD	Completed Design Plans – Grass Valley CRC Permits for Grass Valley CRC: building, asbestos, abatement, fire suppression.	Month 8 - Month 22

Develop and complete design plans/scope of work for required retrofits to Nevada City CRC and Grass Valley CRC. Complete permit process for each site.		3. Completed Design Plans – Nevada City CRC4. Permits for Nevada City CRC: building, asbestos, abatement, fire suppression.	
Subtask C: Construction – General Contractor Award Process (Nevada City CRC) Prepare and publish RFP for General Contractor, complete selection process, and execute contract.	County of Nevada Contractor - TBD	1. Copy of RFP (solicitation efforts, completed proposal evaluation, winning proposal) 2. Executed Contract 3. Construction Project Schedule	Month 10 - Month 15
Subtask D: Construction- General Contractor Award Process (Grass Valley CRC) Prepare and publish RFP for General Contractor, complete selection process, and execute contract.	County of Nevada Contractor - TBD	Copy of RFP (solicitation efforts, completed proposal evaluation, winning proposal) Executed Contract Construction Project Schedule	Month 19 - Month 24
Subtask E: Renovations (Nevada City CRC) Complete renovations to Nevada City Veteran's Hall including: window replacement, install low flow toilets, replace dishwasher, replace HVAC system, asbestos removal, plumbing improvements to remove rust and other defects, kitchen renovation to meet commercial standards.	County of Nevada Contractor - TBD	Nevada City CRC renovations Completed per Plan & Spec Requirements Final Inspection Report from Building and Fire Department Senvironmental Report from Abatement Contractor	Month 16 - Month 28
Subtask F: Renovations (Grass Valley CRC)	County of Nevada	Grass Valley CRC renovations Completed per Plan & Spec Requirements	Month 24

Complete renovations to Grass Valley Veteran's Hall including: window replacement, install low flow toilets, replace dishwasher, replace HVAC system, asbestos removal, plumbing improvements to remove rust and other defects, kitchen renovation to meet commercial standards, elevator installation, and ADA accessible restroom renovations.	Contractor - TBD	2. Final Inspection Report from Building and Fire Department 3. Environmental Report from Abatement Contractor 4. ADA Checklist for Modification Compliance with Americans with Disabilities Act (CA Title 24)	- Month 43
TASK 2: Collaborative Stakeh Outreach	older Structure	(CSS), Community Engagement,	and
Subtask A & B: Partnership Agreement & Collaborative Stakeholder Meetings Complete outreach plan and selection process for Resident Representatives, finalize and execute Partnership Agreement with all Partners. Convene quarterly CSS meetings with partners, key stakeholders, and public participation to coordinate climate and community resiliency efforts and steer CRC development.	County of Nevada, CSS (County Information and General Services Agency Admin, FREED, ADRC, GCSS, IFM) County Health and Human Services Agency Grant Manager	1. Finalize Resident Representative Outreach Plan and selection process by Month 1. 2. Finalize and Execute Partnership Agreement by Month 3. 3. Meeting Summaries (attendance log, materials, minutes) for ongoing CSS convenings	Month 1 - Month 51
Subtask C: IFM – Community Engagement, Marketing, Outreach, Fundraising Complete 1,000 surveys in year one to gather	IFM	 Summary of Survey Findings Publicity Materials (print copy of social media post, print media, website posting, and newsletter) 	Month 4 - Month 48

Subtask F: FREED – Local Playbook Action Plan	County of Nevada FREED	Plan Evaluation But a Metrics (shared database tracking system)	Month 1 -
Subtask E: Nisenan Community Resilience (Grass Valley CRC) Biannual meetings held in Grass Valley CRC for the Nevada City Rancheria Nisenan Tribe (NCRNT) to gather as a group to build social cohesion and discuss goals and strategies. Activities and outreach to be provided by the NCRNT at their discretion.	County of Nevada NCRNT/ California Heritage: Indigenous Research Project Grant Manager	1. Meeting materials (e.g. agendas/handouts)	Month 4 - Month 48
Subtask D: Outreach/Coordination of Community Partners Community engagement and outreach conducted by FREED network of 34 CBOs in Nevada City, IFM residential clients, and FREED partners. Information sharing via email, outreach events, cross-training, and advisory committee meetings, Biannual survey conducted of residential participants.	FREED GCSS IFM	1. Summary of Survey Findings 2. Summary of Outreach Engagement 3. Publicity Materials (print copy of emails distributed, outreach materials)	Month 1 - Month 48
feedback about CRC related programs, activities, and needs. At least six times per year, share CRC related information through IFM communication channels including: newsletter, social media posts, print media, radio, and website			

Fund and coordinate workgroups to identify strategic actions related to increasing access to transportation, healthcare, housing, increasing caregiver workforce, and increasing social participating to advance community and climate resiliency strategies. Consultant to be onboarded to assess programs and accomplishments. Collected data will be compiled and analyzed to inform workgroup actions, update workplan, and be incorporated into the CRC Emergency Plan.		monitoring outcomes of strategic action work) 3. Progress Summary Report 4. Finalized Action Plan	Month 48
TASK 3: Resiliency Services &			
Subtask A: GCSS – Community Cooking Classes (Grass Valley CRC)	County of Nevada	Class Materials (e.g. agenda, handouts) O Darticin and Forest Landouts	Month 5
Monthly cooking classes to: provide healthy nutrition and build sustainable healthy food choices; increase knowledge and adherence to health code standards; introduce wide variety of cooking techniques; and provide entrepreneurial and small business opportunities in commercial kitchen setting.	GCSS	2. Participant Feedback Notes 3. MOU of Commercial Kitchen Use for Entrepreneurial and Small Businesses 4. Summary of Outcomes (# of entrepreneurs using kitchen)	Month 50
Subtask B: FREED – Emergency Preparedness Classes (Both CRC Sites)	County of Nevada FREED	 Class Materials (e.g. agenda, handouts) Participant Feedback Notes 	Month 6

Emergency preparedness group classes held quarterly, including specific needs of individuals with disabilities and seniors.		3. Class Schedules4. Outreach Materials	Month 50
Subtask C: GCSS – Senior Green Energy Program Outreach and Education (Grass Valley CRC) Develop educational programs to improve technological equity and competency, promote use of green energy and educational access to solar energy credits and programs, broadband and low cost cellular and internet services, and green waste management.	County of Nevada GCSS	Class Materials (e.g. agenda, handouts, flyers, pamphlets) Sign-In Logs	Month 6 - End of Grant Term
Subtask D: IFM – Food Rescue/Compliance w SB1383 (Grass Valley CRC)	IFM	Executed Contract at Year Summary of Tracking	Month 1
Execute Food Rescue Contracts with local grocery stores. Establish		Metrics for Rescued Food 3. Summary Report of	Month 48
tracking system for rescued food, goal of utilizing rescued food as		Rescued Food at Year 4 4. Outreach Materials for Community Meal Program	
ingredients for community meal program at CRC.		5. Summary Report (# of community meals each year)	
		6. Summary Report (# of people at each community meal)	
Subtask E: IFM – Food Home Delivery & Food Distribution Program (Both CRC Sites)	IFM	Printed Outreach Materials for Drive-Thru Events at CRC Sites	Month 1 - Month
IFM to contract with delivery services to an	,	2. Summary of Food Collected at Drive-Thru Events at CRC Sites	48

existing partner agency for client home deliveries of food annually. Foods delivered to clients will be supplied from drivethru drop offs taking place at CRCs and other locations.		3. Annual Report of Client Home Deliveries 4. Annual Report of IFM Individual Visits	
Subtask F: IFM – Educational Programs, Cooking Classes, Nutrition, Meal Planning, Budgeting (Grass Valley) IFM to provide minimum of six educational opportunities annually, with half being hosted at partner site via in-person classes, remote options, video clips, tasting during food distribution events, workdays at IFM garden sites, and newsletters. Surveys to be conducted with all participants.	IFM	1. Class Materials (e.g. agenda, handouts, number of participants) 2. Participant Feedback Notes 3. Outreach Materials	Month 1 - Month 48
Subtask G: Programs (Grass Valley CRC) CRC facility to provide warming/ cooling center, and promote social cohesion/ connectedness in the community. Provide lessons aimed at commercial cottage industry production. Information station with flyers, brochures, and handouts related to community resilience programs.	County of Nevada	1. Programming Plan (updated regularly as needed) – Submit by Month 12 2. Program Summaries (date/time/location/number of attendees/summary of outcomes) 3. Outreach Materials (e.g. announcements/photos from key events) 4. Program Materials (handouts/curriculums) 5. Calendar of Events	Month 3 - End of Grant Term

Leveraged Funds			
Subtask H: Programs (Nevada City CRC) CRC facility to provide warming/ cooling center, and promote social cohesion/ connectedness in the community. Outreach activities in strategic priority areas to encourage utilization of the CRC offering first aid certification, CERT classes, CPR. Information station with flyers, brochures, and handouts related to community resilience programs. Leveraged Funds	County of Nevada	1. Programming Plan (updated regularly as needed) – Submit by Month 12 2. Program Summaries (date/time/location/number of attendees/summary of outcomes) 3. Outreach Materials (e.g. announcements/photos from key events) 4. Program Materials (handouts/curriculums) 5. Calendar of Events	Month 3 - End of Grant Term
Subtask I: Emergency Services & Response (Both CRC Sites) Procurement of snow plows for CRC access, resource delivery, and emergency transportation. Provide meals, access to technology and emergency information and shelter during emergencies. Annual survey to be administered for feedback and program evaluation.	County of Nevada GCSS	1. Inventory Report - demonstrating procurement of Snowplows 2. Summary of Services Provided (e.g. # of meals served, # of days CRC activated for emergency use) 3. Report of Feedback from Staff and Community Use Survey	Month 1 - End of Grant Term
TASK 4: Program Administrati	on & Evaluation		
Subtask A: Evaluation – Community Engagement	County of Nevada	Meeting Summaries (date, time. Location, number of attendees, summary of outcomes)	Month 3
Conduct community engagement activities to evaluate the project and CRC program. Activities	FREED ADRC		End of Grant Term

evaluated based on biannual partner surveys. Subtask B: Grant Evaluation	GCSS IFM County of	2. Final Meeting Materials (curriculum, handouts) 3. Publicity Materials (announcements, photos from key events) 4. Summary of Survey Questions and Results 1. Solicit Proposals for GMF —	Month 3
- Data Collection & Indicator Tracking Prepare and issue PO for	Nevada GMF - TBD	Grants Qualified List – County of Nevada 2. Issue Purchase Order –	- End of
Grant Management FIRM (GMF) from Nevada County Grant Management/Grant		County of Nevada 3. Coordination with Third Party Evaluator	Grant Term
Development Qualified List. Execute contract with selected firm to facilitate management of grant activities for tracking and monitoring.		4. Project Related Data for Tracking and Monitoring (measure outcomes achieved, lessons learned, and potential recommendations for overall	
Coordinate with SGC third- party evaluator to identify indicators for tracking and monitoring of project. Complete associated evaluation activities as required by SGC.		program improvement)	
Subtask C: Grant Reporting Requirements	County of Nevada	Bi-annual Check In with CRC Staff (align with invoicing schedule)	Month 1
Comply with invoicing, administrative, inventory,		2. Annual Progress Reports	End of Grant
and progress reports as required by CRC Grant.		3. Final Report (including lessons learned, barriers, and success stories)	Term
		4. Annual Inventory Report of Purchased Equipment	
		5. Regular Revision of Workplan and Budget	

		6. Proof of Insurance	
Subtask D: Long Term Use of CRC Facility (Both CRC Sites) Establish that the facilities will remain dedicated to use as Community Resilience Centers for a minimum of 15 years after project implementation is complete.	County of Nevada	Recorded Deed Restriction or Memorandum of Unrecorded Deed Restriction (MOUGA) (Grass Valley CRC) Recorded Deed Restriction or Memorandum of Unrecorded Deed Restriction (MOUGA) (Nevada City CRC)	Month 1 - Month 24
Subtask E: Operations and Maintenance Plans (Both CRC Sites) Revise and finalize the Operations and	County of Nevada	Finalized Operations and Maintenance Plan (Grass Valley CRC) Finalized Operations and Maintenance Plan (Nevada)	Month 1 - Month 48
Subtask F: CRC Emergency Plan (Both CRC Sites) Revise and finalize CRC Emergency Plan to meet CRC requirements and state requirements for mutual aid to include: emergency communication plan; energy resilience plan; mobility plan for resident transportation if needed; coordination with emergency response and relevant departments/ organizations; processes for activating CRC in event of emergency; procedure for resolving reasonable accommodations for individuals with disabilities.	County of Nevada	1. Finalized Emergency Plan (submitted to CAL-OES) (Grass Valley CRC) 2. Signed Letter of Commitment or MOU with City and County Emergency Entities (Grass Valley CRC) 3. Finalized Emergency Plan (submitted to CAL-OES) (Nevada City CRC) 4. Signed Letter of Commitment or MOU with City and County Emergency Entities (Nevada City CRC)	Month 1 - Month 48
Subtask G: CRC Year- Round Community	County of Nevada	Finalized Year-Round Community Resilience Plan (Grass Valley CRC)	Month 1

Grant Number: SGC24112, County of Nevada

Resilience Plan (Both CRC Sites) Finalize the Year-Round	2. Finalized Year-Round Community Resilience Plan (Nevada City CRC)	Month 48
Community Resilience Plans with CSS that outlines	3. Updated Project Area Map (each site)	
services and programs that meet community needs and will operate out of the CRC year-round.	4. Compliant with CRC Facility Requirements	
Provide updated Project Area map as required.		
Each CRC Facility will meet all required features and functions in compliance with CRC Round 1 Guidelines by end of Grant Term.		

The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Section 14 Modifications and Amendments.

Grant Number: SGC24112, County of Nevada

CRC Implementation Grant Budget Detail Worksheet

Project Name: Revitalizing Western Nevada County Veterans' Halls

Budget Requirements and Limitations:

	CRC Requirements	Grantee Budget
Capital Costs Minimum	51%	79.2%
Indirect Costs Maximum 12%		3.8%
Evaluation Costs Minimum	3%	5%

High Level Activities	CRC Grant Funds	Leveraged Funds	
TASK 1: Renovate CRC Veterans' Halls	\$ 7,956,327		
TASK 2: Collaborative Stakeholder Structure, Community Engagement, and Outreach	\$ 157,312		
TASK 3: Resiliency Services & Programs	\$ 1,006,641	\$ 557,100	
TASK 4: Program Administration & Evaluation	\$ 500,000		
Indirect Costs	\$ 379,720		
Total	\$ 10,000,000	\$ 557,100	

The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Section 14 Modifications and Amendments.

Grant Number: SGC24112, County of Nevada

Exhibit C, Attachments

Attachment 1: Authorized Signatory Form

Grantee Authorized	Signatory:
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Print Name: Heidi Hall	Print Title: Chair Board of Supervisors	
Signature: signed by: Heidi Hall	Date: 4/25/2025	
Delegated Authorized Signatories:		
#1 Print Name: Justin Drinkwater	Print Title: Director of Facilities Management	
Signature: Justin Drinkwater	Date: 4/29/2025	
Document(s) Authorized to sign: (circle all All Grant Related Documents or Grant Agreement Grant Amendments Reports Invoices Other	that apply) Budget Amendments	
#2 Print Name:	Print Title:	
Signature:	Date:	
Document(s) Authorized to sign: (circle all All Grant Related Documents or Grant Agreement Grant Amendments	that apply) Budget Amendments	
Reports Invoices Other		

Grant Number: SGC24112, County of Nevada

Attachment 2: Project Representatives Form

The SGC

Name	Title	Phone Number	Email
Dora Monterroza	Resilient Community Planner	279-348-1470	dora.monterroza@sgc.ca.gov

Grantee

Name	Title	Phone Number	Email
Elise Strickler	Chief Fiscal Administrative Officer, Information and General Services Agency	530-265-1705	Elise.Strickler@nevadacounty ca.gov
Craig Griesbach	Interim Director, Information and General Services Agency	530-265-1583	Craig, Griesbach@nevadaco untyca.gov
Pat Souza	Facilities Project Manager, Information and General Services Agency	530-470-2562	Pat.Souza@nevadacountyca. gov
Ron Nunnink	Facilities Project Manager, Information and General Services Agency	530-470-2563	Ronald.Nunnink@nevadacou ntyca.gov
Teal Marich	Accounting Technician, Information and General Services Agency	530-265-1262	Teal.Marich@nevadacountyc a.gov
Nikki Aringer	Senior Administrative Analyst, Information and General Services Agency	530-559-0693	Nikki.Aringer@nevadacounty ca.gov

Grant Number: SGC24112, County of Nevada

Attachment 3: Final Report Form and Instructions

INSTRUCTIONS

Utilize the following report template to describe your CRC project's successes to-date in increasing Climate and Community Resilience AND your collaborative's next steps in continuing to operate your Community Resilience Center for the next 15 years. Note that you do not have to use the table format, but your report should detail all of the requested information. Please feel free to include any additional information or attachments at the end of this report.

CRC PROGRAM OBJECTIVES

CRC Program's Implementation Grant Objectives (Section 5.1 of <u>Community Resilience</u> <u>Centers Program Round 1 Guidelines</u>), include:

- Offer multi-benefit physical community-serving spaces, resilient to current and future climate hazards.
- Provide integrated delivery of essential services and programming to local communities during and following disasters, emergencies, and disruption events, including resources and assistance for folks experiencing and navigating postdisaster recovery, as well as year-round to address ongoing community needs and build community cohesion.
- Integrate physical infrastructure projects with social infrastructure, through community driven partnerships and programming to increase climate resilience, expand economic opportunities, and reduce health, environmental, and social inequities across California.
- Leverage and build a skilled, diversified, and trained workforce and promote local workforce development and training opportunities, with a focus on preparing community members for healthy, safe, and sustaining high-quality career pathway jobs in a future net zero carbon economy that are resilient to current and future climate change impacts.
- Build, strengthen, and sustain local leadership and grassroots engagement in civic and community development, and climate resilience awareness and activities

The CRC program intends to balance both shorter-term emergency response needs, as well as longer-term ongoing community needs and services.

Grant Number: SGC24112, County of Nevada

FINAL REPORT

Community Resilience Centers (CRC) Program, Round 1		
Implementation Grant		
Grantee:	Grant Number:	
Project Name:		
Project Location (City, County):		

A. Project Summary

- Provide a brief summary of the challenges facing the community where the project is located and the work completed under this grant. Please include climate hazards.
- 2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Report on successful strategies used to achieve results. Discuss how these lessons learned can be useful for other communities.

B. Continued Operation of the Community Resilience Center

- 1. Briefly summarize procedures your CRC will utilize to activate during times of emergency and remain open as a respite center and/or overnight disaster shelter. Include county, partner, and staff roles for activation.
- 2. Briefly summarize your plan for continued long-term operations of the CRC. Please discuss your future plans for year-round programming as well as emergency programming. This should align with your long-term operations and maintenance plan, which details anticipated costs, and financial sustainability for operations of the CRC for a minimum of 15 years.
- 3. Describe any anticipated barriers and planned future actions that you and your Collaborative Stakeholder Structure have with respect to long-term operations plans.

C. Community outreach, engagement, and involvement of community organizations and residents in decision-making power:

- 1. Describe achievements and successes to-date with this objective.
- 2. Outline areas you would like to further develop your CRC for future successes in this objective.

Grant Number: SGC24112, County of Nevada

- D. Priority populations: Each CRC proposal must identify, work with, and intentionally serve the needs of priority populations (<u>Section 2.3 of Community Resilience Centers Program Round 1 Guidelines</u>):
 - Describe achievements and successes in serving priority populations; discuss how priority populations were addressed, included in, and served by the Collaborative Stakeholder Structure, Capital Projects, Campus Amenities, Services and Programs, CRC Year-Round and Emergency Plans, and Evaluation.
 - 2. Outline areas you would like to further develop your CRC for future successes in this objective.

E. Partnerships and Collaborative Stakeholder Structure Expansion:

1. Describe current partnerships and notable achievements to-date:

Organization Name	Organization Type	CRC Role	Notable Achievements	Next Steps planned with this Partner or CSS member

2. Outline any partnerships you will seek out next to contribute to the Community Stakeholder Structure (CSS), CRC activities, or project overall:

Organization Name (if known)	Organization Type (if known)	What would you like this Partner to add to the CSS and/or CRC?	Next Steps to cultivate this partnership

F. CRC Implementation Strategies

To achieve the CRC Implementation Grant Program Objectives, each CRC proposal must have addressed at least four (4) of the strategies listed below, identified at time of application. Reference Round 1 Guidelines for more information.

1. Denote the Implementation Strategies advanced by your CRC project.

Grant Number: SGC24112, County of Nevada

CRC Implementation Strategies #1-7	Was this strategy pre- identified as part of your CRC Proposal at time of application?	Was this strategy achieved during the grant term? If so, select how it was achieved for your CRC project (Note: you can further expand in Questions H and G below)
Strategy 1:	☐ Yes	☐ Yes, via Capital Project activities
•	□ No	☐ Yes, via Services or Program activities
Energy Resilience		□ Not addressed
Charle and Or	□ Yes	☐ Yes, via Capital Project activities
Strategy 2:	□ No	☐ Yes, via Services or Program activities
Water Resilience		□ Not addressed
Church and 2	☐ Yes	☐ Yes, via Capital Project activities
Strategy 3:	□ No	☐ Yes, via Services or Program activities
Air Quality and Public Health	L NO	☐ Not addressed
Strategy 4:	☐ Yes	☐ Yes, via Capital Project activities
Nature-Based Solutions	□ No	☐ Yes, via Services or Program activities
and Food Security		□ Not addressed
Strategy 5:	☐ Yes	☐ Yes, via Capital Project activities
Emergency	□ No	☐ Yes, via Services or Program activities
Preparedness and		□ Not addressed
Critical		
Communications		,
Strategy 6:	☐ Yes	☐ Yes, via Capital Project activities
Mobility and Access	□ No	☐ Yes, via Services or Program activities
		□ Not addressed
Strategy 7:	☐ Yes	☐ Yes, via Capital Project activities
Workforce	□ No	☐ Yes, via Services or Program activities
Development,		□ Not addressed
Education, and Training		

G. Capital Projects: Infrastructure for CRC facility or campus amenities:

Grant Number: SGC24112, County of Nevada

1. Describe notable achievements and successes in capital projects completed during the grant term:

CRC Facility or Campus Amenity	Infrastructure Element	CRC Implementation Strategy (#1-7)	Results / Outcomes for CRC, community members, or organization	Denote if this was completed or describe next steps
e.g., CRC Facility	e.g., Solar roof installation	e.g., Strategy 1: Energy Resilience	e.g., Energy efficient CRC with lower operations costs	e.g., Completed
e.g., Campus Amenity	e.g., Pavement and road improvements	e.g., Strategy 5: Emergency Preparedness and Critical Communications; Strategy 6: Mobility and Access	e.g., Improved ingress/ egress routes for CRC	e.g., Development to support future expansion of public transportation lines

2. Outline additional construction planned for your CRC facility or campus:

CRC Facility or Campus Amenity	Infrastructure Element	CRC Implementation Strategy (#1-7)	Desired Results/ Outcomes for CRC, community members, or organization	Next steps to achieve this outcome
e.g., Campus Amenity	e.g., Bus stop infrastructure and route modification for existing line	e.g., Strategy 6: Mobility and Access	e.g., Improved connection to CRC	e.g., Additional coordination with transit agency to plan route modifications and bus stop Secure capital funds for bus stop

Grant Number: SGC24112, County of Nevada

H. Services and Programs: Community Resilience Center services and programs activities:

1. Describe notable achievements and successes in community resilience services and programs that were offered during the grant term:

CRC Implementation Strategy (#1-6)	Community Resilience service or program	Results/ Outcomes for CRC, community members, or organization	Intended future outcomes or plans for this activity?
e.g., Strategy 4: Nature- Based Solutions and Food Security	e.g., Cooking and gardening classes offered weekends via ABC partner organization	e.g., # of individuals attended since start date of _	e.g., Expand class offerings to weekday evenings and promote at the local community college
e.g., Strategy 3: Air Quality and Public Health	e.g., heat-illness prevention education via Promotora program	e.g., providing needed programming to outdoor farmworkers while also promoting increased community cohesion	5

2. Outline additional services and programs planned for the future full implementation of your CRC:

CRC Implementation Strategy (#1-6)	Community Resilience service or program	Desired Results/ Outcomes for CRC, community members, or organization	Next steps to achieve this outcome

I. Technical Assistance, Subject Matter Experts, or specialized contractors:

1. Describe expertise utilized during the grant term:

Grant Number: SGC24112, County of Nevada

TA, SME, or Contractor Name	Type of Expertise	CRC Role / Need	Notable Achievements	Denote if this was completed, or describe next steps	
e.g., NAME	e.g., Emergency Management Expert	e.g., Expertise in Sheltering Operations for disaster activation	e.g., created activation procedures in collaboration with	e.g., implementing new communications alert systems during disaster	

2. Outline outstanding needs for expertise to fully implement your CRC vision:

TA, SME, or Contractor Name (if known)	Type of Expertise	CRC Role/ Need	Desired Results/ Outcomes for CRC	Describe next steps, include notes on any anticipated barriers
e.g., NAME	e.g., Emergency Management Expert	e.g., Expertise in Sheltering Operations for disaster activation	e.g., create activation procedures in collaboration with	e.g., Ongoing training for incoming staff to activate CRC as an overnight shelter

J. Program Feedback

Based on your experiences with this grant program, please provide feedback about how the SGC staff can improve future grant programs.

CERTIFICATION

I certify that this Final Report is accurate and that this project complies with the Grant Agreement. I further certify that any expenditure discussed in this report is allowed under the Grant Agreement and that all funds were expended for the purposes of this Project.

Name:	Title:
Signature:	Date:

Grant Number: SGC24112, County of Nevada

Attachment 4: Invoice and Progress Report Template

Please see CRC Invoice and Progress Report templates attached. An editable excel template will be provided to all Grantees by their SGC Grant Manager and will include the information below.

Grant Number: SGC24112, County of Nevada

CRC INVOICE COVERSHEET

Please see the CRC Invoice Coversheet form attached.

Community Resilience Centers (CRC) Program	
Enter an "x" in the applicable report type.	
Monthly Reimbursement Advance Pay	
Reimbursement requests must:	
 be submitted by the last day of the quarter and include costs from the previous quarter and/or on the date specified in grant agreement; 	
be supported by documentation that fully substantiates costs;	
include the service period of costs;	
be submitted quarterly, even if zero expenditures are reported; and	
5. do not include any CRC Ineligible Costs	
Grantee Name: Project Name: Remittance Address: Invoice Period: Service Period: Invoice Date: Approval Date: Implementation Grant	
TASK 1: \$ -	
TASK 2: \$ -	
TASK 3: \$ -	
TASK 4: \$ -	
TOTAL \$ -	
Prepared Signer: x	
Title: Title:	-
Date: Date:	

Grant Number: SGC24112, County of Nevada

CRC INVOICE DETAIL

Please see the CRC Invoice Detail form attached.

Community Resilience Centers (CRC) Program

Invoice Detail: Non-Payroll

Indirect Cost Rate Type: NICRA %:

Service Period	Tasks	Cost Type	Cost Category	Vendor Name	Expense Description	Invoice Total	Supporting Document/Page #	Indirect Cost Rate	Total Cost

\$0.00

Invoice Detail: Payroll

Indirect Cost Rate Type: NICRA %:

Service Period	Task	Entity Name	Employee Name & Role	Hourly Rate	Total Hours	Total	Supporting Document/Page #	Indirect Cost Rate	Total Cost

\$0.00

Grant Number: SGC24112, County of Nevada

CRC PROGRESS REP	ORT			
O BE PRINTED ON	GRANTEE LETTE	RHEAD]		
Grantee Name:		Grant Number:		
Project Name:				
Invoice Number:		Invoice Period:	(Start Date)	(End Date)
	,		I	L
Work Plan Task #	Description of	Work Performed		
Task [#]	Please describe the work completed during this invoice period and refer to specific deliverables in the Budget and Work Plan using bold text to denote the deliverable submitted. Please als note any key events or milestones in the upcoming period.			
•				
ehalf of the Grant	ee. I declare u progress report, Program are tru	nder penalty of pe and any accomp e and correct to t	erjury, under the la canying supporting he best of my kno	g documents, for th
Print Name:	Print	Print Title:		
Signature:		Date	e:	

Grant Number: SGC24112, County of Nevada

Exhibit D, CRC Award Letter

Please see CRC Award Letter attached.



May 3, 2024

Amy Cobden County of Nevada 950 Maidu Avenue Nevada City, CA 95959 Amy.cobden@nevadacountyca.gov

Award Notification - Community Resilience Centers (CRC) Program, Round 1, Implementation Grant Award, County of Nevada, "Revitalizing Western Nevada County Veterans' Halls'

Dear County of Nevada and partners,

The California Strategic Growth Council (SGC) is pleased to inform you that the Council approved a Community Resilience Centers implementation award of \$10,000,000.00 to the County of Nevada for "Revitalizing Western Nevada County Veterans' Halls" at its April 24, 2024, meeting. Round 1 of CRC is funded by a FY 2022-2023 budget appropriation from the General Fund. This program funding increases opportunities for the communities most impacted by climate change to respond to climate emergencies and provide year-round services and programs to enhance both climate resilience and community resilience. SGC is committed to support community-driven projects and achieve equitable, resilient communities and landscapes for all Californians. Congratulations on your successful application.

This letter provides a conditional commitment of grant funds. CRC staff will initiate the Post-Award Consultation (PAC) process soon by scheduling a meeting with the Awardee and sending a review package including review checklists for implementation activities. This process will involve altering the scope of work to reflect the reduced award amount; addressing any outstanding issues identified by CRC staff, reviewers, and the interagency panel, and finalizing the grant agreement. Grantees and Partners will need to work closely and collaboratively with CRC Staff to address all issues prior to grant execution. All requested documentation and changes should be finalized within three (3) to four (4) months after the Council makes awards.

Following execution of the grant agreement, grant funds will be disbursed on a bi-monthly basis. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. CRC has been authorized to offer advanced payment to Grantees that are registered as 501(c)(3) nonprofit organizations, subject to meeting specified requirements, in accordance with AB 590 (Hart, 2023). We will follow up on the terms for accessing advance pay. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution. Further guidance on these topics is forthcoming.

We look forward to our partnership in the coming years. If you have any questions, please contact the Program

Sincerely,

Lynn von Koch-Liebert

Executive Director

California Strategic Growth Council

- Jym M. von Kat. Jisat

1400 Tenth Street, Sacramento, CA 95814 • www.sgc.ca.gov • (916) 324-9775

Grant Number: SGC24112, County of Nevada

Exhibit E, CRC Grantee Publicity Guidelines

Please see CRC Grantee Publicity Guidelines, attached.



Community Resiliency Centers (CRC) **Grantee Publicity Guidelines**

Welcome to the CRC Grant Program!

Dear Round 1 Community Resilience Centers Grantee,

Congratulations, and welcome to the California Strategic Growth Council (SGC) Awardee Community, and on your CRC Grant award! All of your hard work has paid off! We look forward to working closely with you to fund neighborhood-level resilience centers.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, the Communications and External Affairs team at SGC has prepared this Grantee Publicity Guidelines document. As you plan communications, outreach, and events related to your CRC award, please utilize this resource.

If you are planning an event or announcement and need advice, assistance, or sample materials, please don't hesitate to contact your CRC Grant Manager and/or the CRC inbox at CRC@sgc.ca.gov.

Thank you for your inspiring work to implement collaborative, community-driven, place-based projects: your work will help build capacity to sustain climate action in your community. We look forward to partnering with you!

Publicity Guidelines

Please acknowledge the California Strategic Growth Council in all publications, websites, signage, invitations, and all media-related and public outreach products related to the CRC grant. Below are templates of boilerplate language used to describe what the SGC and CRC programs are.

For Long-Form Materials

Long-form materials are written content that is more than 1,000 words in length. For these types of documents use the following language:

Grant Number: SGC24112, County of Nevada

The California Strategic Growth Council's (SGC) Community Resilience Centers Program (CRC) funds neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. For more information, visit https://sgc.ca.gov/grant-programs/crc/.

For Short-Form Materials

Short-form materials are written content that is less than 1,000 words in length. For these types of documents, such as press releases, media advisories, social media posts, short case studies, flyers, etc., use the following language:

"[Project Name] is supported by the California Strategic Growth Council's Community Resilience Centers Program."

Visuals

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, posters, certain flyers, and sharable images for social media. In such cases, we encourage grantees to include the official SGC logo. When using SGC's logo, focus on creating the most color contrast between the logo and background to contribute to inclusive communications. For example, use the color version only when the logo appears on a light background; on backgrounds of a darker color, use the white version of the logo.

Signage

Grantees are encouraged to post signs on project construction sites stating that SGC is providing financing through the CRC Program in an appropriate location(s), typeface and size (consult the CRC team for best practices). Below is a sample of suggested language:

[PROJECT NAME]

"This Project has been made possible by financing from the Community Resilience Centers Program through the California Strategic Growth Council."

Please also include the SGC logo. Refer to the Visuals section above for logo guidelines.

Press Releases/Conferences

Grantees are encouraged to distribute press releases for major milestones throughout the lifecycle of the grant. If you would like a quote from SGC leadership for a press release, please submit the press release to the CRC Grant Manager at least two weeks before the release will be published.

Please alert SGC to any press conferences related to the grant by emailing your CRC Grant Manager. This allows CRC staff to try and attend, if approved by SGC management.

Photos

Grant Number: SGC24112, County of Nevada

We ask that grantees share between 8-12 high-resolution, color photos with their CRC Grant Manager during the lifecycle of their grant. These photos can include pictures of people involved with the project, the project area, and/or activities conducted during the grant term. Sending photos to SGC allows us to share photos of your project's progress across our communications platforms. We will attribute the photos to your organization and community.

Social Media

We encourage grantees to use social media to share the process of creating and developing a CRC proposal, as well as stages of the project's implementation. We love seeing grantees' progress from vision to reality. Please tag @CalSGC in all Tweets related to the grant; tag @California-Strategic-Growth-Council in all LinkedIn posts related to the grant; and on Facebook and other platforms, please mention the California Strategic Growth Council in content related to the grant. (Reference guidelines For Short-Form Materials above for sample language).

Our Digital Platforms

Twitter: twitter.com/CalSGC

Linkedin: linkedin.com/company/strategic-growth-council/

Website: sgc.ca.gov/

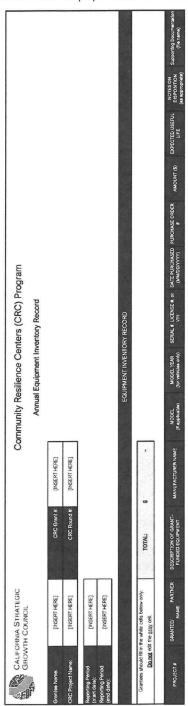
Stay in Touch!

The SGC team is here to help! We love to work with awardees to brainstorm communication strategies and outreach plans. By staying in contact with the CRC team, we can help make any event you plan a success! We can make leadership available for media interviews, coach you on how to pitch to media, help you identify reporters, and help secure participation by State officials. Contact the CRC Grant Manager any time you want to collaborate on any type of communication and outreach.

Grant Number: SGC24112, County of Nevada

Exhibit F, Equipment Inventory Record

Please see Equipment Inventory Record form attached.



Grant Number: SGC24112, County of Nevada

Exhibit G, Certificate of Compliance with Russia Sanctions

Please see SGC memorandum on Certificate of Compliance with Russia Sanctions attached.





2nd JOINT MEMO April 22, 2022

To: Executive Branch Departments and Agencies

Re: Executive Order N-6-22 regarding Sanctions Against Russia (¶¶ 4-5)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding sanctions against Russia and Russian entities and individuals. The EO directs all agencies and departments (Agencies) that are subject to the Governor's authority to take certain steps described below. Constitutionally independent state entities are encouraged to take these steps as well.

On March 16, 2022, the Department of General Services (DGS) and the California Department of Technology (CDT) issued a Joint Memo offering guidance for compliance with EO Paragraphs #1, #2, and #3.

This Joint Memo provides guidance to assist state agencies with compliance concerning EO Paragraphs #4 and #5. Agencies should continue to involve their legal counsel in compliance efforts and decisions and to keep written records in each applicable contract or grant file demonstrating compliance efforts.

Agencies are recommended to comply with EO Paragraphs #4 and #5 within 45 days of the date of this Joint Memo.

Defined Terms:

- "Contract" refers to all types of agreements and grants, regardless of form (e.g., Std 213, Std 65, Fi\$Cal PO, etc.).
- "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
- "Paragraphs" refers to the EO's operative paragraphs.

Compliance with Paragraphs #4 and #5:

Paragraph #4 within the EO provides:

All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at \$5 million or more, to report to the agency or department regarding their compliance with economic sanctions.

Grant Number: SGC24112, County of Nevada

Please note that since the March 2022 joint guidance memo, the federal government has imposed new sanctions on Russia and Russian entities and individuals. Agencies are advised to regularly check the U.S. Department of the Treasury's list of sanctioned individuals and entities at the following sites:

- https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions;
- https://home.treasury.gov/news/press-releases/jy0608; and
- https://home.treasury.gov/policy-issues/financial-sanctions/recent-actions.

Agencies may wish to sign up for email updates from the U.S. Department of the Treasury as well.

Paragraph #5 within the EO provides:

All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at \$5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

In order to comply with Paragraphs #4 and #5 of the EO:

- Agencies should identify all current contracts and grants valued at \$5 million or more
 - "Valued at \$5 million or more" includes contracts and grants with a value to the contractor or grantee of \$5 million or more, even if the amount paid by the Agency to the contractor or grantee is less than \$5 million or is zero. This includes, but is not limited to, revenue-generating agreements, in-kind agreements, concessions, and agreements where the contractor receives payments from the public or a third party.
 - For example, in some recycling contracts, the state does not make any payments to the contractor, but the value of the contract is based on the monetary value to the contractor of the recycled materials they collect from the state. See, e.g., State Contracting Manual volume 1, sections 3.16.B and 7.45.
- Agencies should determine the appropriate addressee names and addresses for notices and information related to such contracts and grants.
- Agencies must notify such contractors and grantees of the reports contemplated in EO Paragraphs #4 and #5 and how to they can submit them (see a template notice below). Agencies should recommend that contractors/grantees consult their own legal counsel as needed regarding compliance with sanctions and reporting to the state.

Grant Number: SGC24112, County of Nevada

- While the EO is silent on a timeframe in which to notify such contractors and grantees about EO Paragraphs #4 and #5, it is recommended that Agencies do so within 45 days of the date of this Joint Memo.
- Attached is a <u>template notice and contractor/grantee response form</u> that Agencies should use for EO Paragraphs #4 and #5. These notices may be sent and responded to electronically.
- Agencies should ensure the notice clearly informs contractors/grantees where to send their reports.
- · Agencies should keep track of contractor and grantee reports.
- Agencies that have more than one contract/grant valued at \$5 million or more
 with a single contractor/grantee may send and receive one EO Paragraph #4 and
 #5 notice and report for each such contractor/grantee; however, each applicable
 contract/grant file should include copies of the response form and report.
- Please note that for contracts issued by DGS or CDT on behalf of an Agency, the Agency is responsible for sending the EO Paragraph #4 and #5 notices and receiving contractor reports.
- For Leveraged Purchase Agreements (LPAs), DGS will issue the EO Paragraph #4 and #5 notices for Contracts with statewide usage valued at or above \$5 million. DGS will then provide Agencies with the list of LPA contractors DGS contacted. If, after receiving that list, an Agency determines it has any LPA Contracts valued at or above \$5 million that are not on the DGS list, the Agency is responsible for issuing the EO Paragraph #4 and #5 notices for those.

Further Guidance and Contacts:

DGS and CDT will issue further guidance shortly regarding EO Paragraph #6, including language for future contracts and solicitations.

For questions relating to CDT contracts, please contact:

Lisa Cooper Office of Legal Services lisa.cooper@state.ca.gov

For other questions regarding this Memo, please contact your DGS-OLS assigned attorney.

<u>Attachment</u>: Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ \$5 Million (EO Paragraphs #4 and #5)

Grant Number: SGC24112, County of Nevada

Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ \$5 Million (EO Paragraphs #4 and #5)

April XX, 2022

[Name Here]
[Title Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]
[email address]

RE: Contractor and Grantee Report on Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state contractors and grantees with agreements valued at \$5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

The EO also directs all agencies and departments that are subject to the Governor's authority to direct that their grantees and contractors with agreements valued at \$5 million or more to report on the steps they have taken in response to Russia's actions in Ukraine

Please review the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in the EO, the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), and sanctions imposed under state law, if any. Once complete, please report to the state regarding your compliance with the economic sanctions imposed by the U.S. government, as well as sanctions imposed under state law, if any, using the attached reporting form and return it <a href="withingood.org/microal-withingood.org/microal-withingood.org/microal-withingood.org/microal-withingood.org/withingood.

Grant Number: SGC24112, County of Nevada

~	IMC	IC	IA	NIC	-	MAI.	TH	E/	O	NIO	BALL	~ 0	A	NIC	T	10	RIC	. 1	RI I	DE	CI	20	IA	CI		2		IIC	0	A	0	AC	T		NIC	IR	11	11/	0	AIA	IE	•
	וועוכ		IA	INC		AAI	ιн		, UI	VU	IVIII		SA	INC	<i>-</i> I	ıU	IVI	5 I	IVI I	ĸ	31	~	JИ	31	- 1	U	ĸ	U3	.3	A	3	AL.		w	V.S	IIN		JK.	K.	A I I'	u I	١

DMPLIANCE WITH ECONOMIC SANCTION	NS IN RESPONSE TO R	RUSSIA'S ACTIONS IN UKRAINE					
Contract Number(s) and/or Grant Number(s): _	(Atta	ach additional page as needed)					
Per Executive Order N-6-22, all contrac \$5 million or more with agencies/depart are directed to report to their contractir compliance with economic sanctions Russia's actions in Ukraine, as well as	ments subject to the Ca ng or grantor agency of imposed by the U.S.	alifornia Governor's authority r department regarding their government in response to					
Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.							
NOTICE							
with the economic sanctions imposed	Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.						
Contractor/Grantee Name (Printed)		Federal ID Number (or n/a)					
By (Authorized Signature)							
Printed Name and Title of Person Signing		,					
Date							

<u>Please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.</u>

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

Grant Number: SGC24112, County of Nevada

Exhibit H, CRC Implementation Grant Awardee Readiness Checklist

An editable template will be provided to all Grantees by their SGC Grant Manager and will include the information below.



Community Resilience Centers (CRC) Program

Round One Implementation Grant Awardee Readiness Checklist

Project	Name:

Grantee:

Deliverable	s Due Before	e Grant Agreement Execution	
√ if Complete	√if N/A	Deliverable	Deadline
		Application Documentation Requested: Missing Application Documentation requested (e.g., Co-Applicant financial capacity documentation), if relevant. Specific Documents:	Before Grant Agreement Execution
		Resolution: Signed Resolution for Projects where Grantee is public agency submitted, if relevant.	Before Grant Agreement Execution
		Post Award Consultation (PAC): PAC consultation meeting scheduled with Grantee to finalize Project Workbook. *Please note there may be multiple revisions	Before Grant Agreement Execution
		requested to finalize the Project Workbook for the Grant Agreement Execution	
		Submission of Missing Documentation: Missing application documentation submitted.	Before Grant Agreement Execution
		Final Project Workbook: Final version of Project Workbook submitted – revisions to Workplan and Budget complete.	Before Grant Agreement Execution
		Leveraged Funding Documentation: Appropriate documentation of leveraged funding (evidence of committed additional funding) submitted, if relevant and requested by SGC.	Before Grant Agreement Execution
		Procurement Policy: The Grantee has reviewed SGC's Procurement Policy to ensure the Grantee plans to follow procurement norms that meet SGC standards.	Before Grant Agreement Execution
		Partnership Agreement: The finalized and executed Partnership Agreement outlining the governance and decision-making of the Collaborative Stakeholder Structure submitted.	Before Grant Agreement Execution

Grant Number: SGC24112, County of Nevada



Community Resilience Centers (CRC) Program

Round One Implementation Grant Awardee Readiness Checklist

	See: Partnership Agreement Post Award Consultation Checklist	
	Memorandum of Understanding (MOU) for Multiple Jurisdictions: Executed MOU outlining how all public agencies and Tribal governments who collectively have jurisdiction over the entire Project Area will effectuate and manage the grant submitted, if relevant.	Before Grant Agreement Execution
	Note: This is required for Grantees whose Project Areas cross municipal boundaries, federally recognized Tribal territory boundaries, or similarly relevant jurisdictional boundaries.	
	Payee Data Record: Form STD 204 completed.	Before Grant Agreement Execution
-	Note: Grantees that want to establish facilities or expand existing facilities on property not owned by Grantee, must prove a legally binding commitment or letters of commitment to sell that clearly states the ownership or leasehold interests of the parties. Projects with more than one facility, must demonstrate all facilities identified have the same owner. See: CRC Round 1 Program Guidelines, Appendix E: Site Control, for methods Grantees may use to demonstrate site control.	Before Grant Agreement Execution
	Permits: Grantee has demonstrated how they plan to obtain all the permits required to implement all proposed components of the Project within the grant term.	Before Grant Agreement Execution
	Facility Condition Assessment (FCA): FCA documentation submitted and approved by SGC, if relevant. Note: All Grantees whose Project includes an existing facility must provide a Facility Condition Assessment (FCA) conducted by a licensed professional. See: CRC Round 1 Guidelines, Appendix G: Facility Condition Assessments, for more information on this	Before Grant Agreement Execution

Grant Number: SGC24112, County of Nevada



Community Resilience Centers (CRC) Program

Round One Implementation Grant Awardee Readiness Checklist

	requirement and what needs to be included in an FCA.	
	Grant Agreement & Tribal Grantee: Implementation Grant Agreements for CRC Projects where the Grantee is a Federally recognized Native American Tribe will include language giving SGC a right to sue the Tribe for breach of the Grant Agreement in California state courts.	Before Grant Agreement Execution
	Grant Execution: Implementation Grant Agreement signed.	Before Grant Agreement Execution
	Advance Pay: Additional documentation to meet requirements for advance payment submitted, if relevant.	Before Receiving Advance
	CRC Grant Management Manual: Review CRC Grant Management Manual.	When Provided by SGC

Grant Number: SGC24112, County of Nevada

Exhibit I, CRC Grant Term Requirements Summary

Please see the CRC Grant Term Requirements Summary attached.



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Project Name:

Grantee:

Directions: This checklist tracks the completion of grant and project requirements. All applicable requirements must be completed and confirmed with SGC before receiving final reimbursement and before final grant closeout. The checklist includes components to be completed within the grant term, including components that must be completed prior to Project implementation. The checklist will be updated and maintained by the SGC Grant Managers as Grantees complete deliverables.

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Capital Project Readiness Requirements		-	
Project Schedule: For each Capital Project, Grantees must provide a baseline project schedule prior to implementation of that Project. The project schedule must include project activities and durations and must be broken down in sufficient detail to manage the work.			
Project Site Analysis: Grantee must conduct a project site analysis demonstrating the road capacity around the proposed CRC Project Site, a land-use analysis for compatibility or an existing planning document that identifies the potential sites for these uses such as a community-specific plan, and consultation with emergency service providers about site location (especially for emergency ingress and egress).			
Current Facility Floor Plans: Grantees must submit current CRC Facility Floor Plans that detail space for features identified in the proposal (e.g., seating, storage of emergency supplies, potential battery storage, etc.). The floor plan must detail the required features as outlined in Section 5.4 of the CRC Round 1 Program Guidelines.*			
California Environmental Quality Act (CEQA) Compliance Documentation: Grantees must complete an environmental review. Documentation of CEQA compliance must be provided to the SGC within the first year of the grant term to establish capital project readiness prior to Project implementation and before beginning construction. For Projects that are categorically or statutorily exempt, the following documentation is required: An approved CEQA Notice of Exemption (NOE) OR documentation that the Project is CEQA compliant.			
Additional Requirements: The State may request additional documentation to assess site readiness and Project feasibility.			

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
CRC Facility Function and Features Requirements			
Project Area Map:			
Grantees must update and finalize their Project Area maps to include any changes to the defined			
Project Area. The Project Area must encompass the CRC Facility, Campus Amenities connected to the			
CRC Facility, and community resilience services and programs based out of the CRC Facility.		1 1	
Campus Amenities included as part of a Project must be on the same parcel as the CRC or an			
adjoining parcel of a CRC, OR be within a one-mile radius of the CRC and be along a route that is			
accessible as defined by the CRC Round 1 Program Guidelines. Updated Project Area maps should			
reflect these requirements. Please see Section 6.5 of the Program Guidelines for additional detail.			
Required Functions:			
By the end of the grant term, all CRC facilities must meet the required functions as outlined in Section			
5.4 of the CRC Round 1 Program Guidelines.*			

Grant Number: SGC24112, County of Nevada



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Required Features: By the end of the grant term, all CRC facilities must include the required features as outlined in Section 5.4 of the CRC Round 1 Program Guidelines.*			
Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
CRC Programs and Plans			
Community Resilience Services and Programs: Services and programs that operate out of the CRC Facility should build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public. Grantees must offer Community Resilience Services and Programs until the completion of the CRC grant term.			
Operations and Maintenance Plan: By the end of the grant term, Grantees must update and finalize an operations and maintenance plan, detailing indebtedness for all properties.	,		
CRC Year-Round Community Resilience Plan: Finalized CRC Year-Round Community Resilience Plan. The plan must outline services and programs operating out of the CRC year-round to ensure ongoing usage of the CRC. A draft of the plan was required in the CRC Implementation Grant proposal, and final plan is due by end of grant term.			
CRC Emergency Plan: Completed CRC Emergency Plans will be due at the end of the grant term and must include all the components outlined on p. 25 of CRC Round 1 Program Guidelines. The plans should demonstrate how the facility serves (or could serve) the local community during emergency activations. CRC Emergency Activation and Operation Plan during emergencies CRC Building Emergency Evacuation Plan (CalOSHA compliant)			
Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved

Task # or Deliverable File Name	Date Completed	Date Approved
um ch a		
	Deliverable File Name	Deliverable File Name Completed

Grant Number: SGC24112, County of Nevada



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Long Term Use of the CRC Facility			
Long Term Use Documentation: By the end of the second year of the grant term, Grantee must provide the SGC with a recorded deed restriction, Memorandum of Unrecorded Grant Agreement (MOUGA), or Notice of Unrecorded Grant Agreement for each site acquired or improved upon with funding provided under this Grant Agreement.			
The recorded deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement must demonstrate the site's dedicated use as a community-serving facility for a minimum of 15 years after Project implementation is complete.			
Leased facilities must provide both a copy of the lease and a signed letter of commitment from the landowner giving permission to develop the proposed Project and provide long term maintenance, as applicable, satisfactory to the SGC.			
Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Project Reporting Requirements			
Annual Reports: Grantees must provide an annual report at the end of each year of the grant term. The annual report includes: a leveraged funding report, if applicable; an equipment inventory of purchased equipment, if applicable; an annual summary report; and any indicator tracking data required for program evaluation.			
Final Report: When the Project is completed, Grantee must submit a Final Report with the last invoice. See CRC R1 Program Guidelines and CRC Grant Management Manual.			
Reporting on Ownership: Grantees must report on equipment, vehicles, and infrastructure purchased or leased with grant funds in accordance with the terms of the Grant Agreement. Please see Sections 25 – 28 of the Grant Agreement, p. 67 of the CRC R1 Program Guidelines, and the CRC Grant Management Manual for details and requirements.			

^{*}Projects located in rural communities for whom these requirements present a hardship may request modifications, with justification, for asterisked (*) functions or features in Section 5.4 of the CRC Program Guidelines. In these cases, Grantees must name the asterisked function or feature, provide context for the specific hardship, propose a relevant and feasible modification, and submit a request to SGC staff. Staff will review such requests on a case-by-case basis.

Grant Number: SGC24112, County of Nevada



Project complies with the terms of the Gr	Grantee Certification Itained herein is true and accurate, that all funds were expended for the ant Agreement. Grantee further certifies that all Project deliverables have the area allowed under the terms of the Grant Agreement.	purposes of this Project, and that the ve been completed and that any
	Authorized Signature	
Grantee Authorized Representative:		
Phone #: Email:	Grantee Signature	Date
	SGC Grant Manager Certification rmation contained herein is true and accurate to the best of their knowl	
the terms of the Grant Agreement. SGC G compliance with the Grant Agreement.	rant Manager further certifies that they have verified that all Project del	liverables have been completed in
	Authorized Signature	
SGC Grant Manager:		
Phone #:	SSS C AM SSS Simples	Date
Email:	SGC Grant Manager Signature	Date

Grant Number: SGC24112, County of Nevada

Exhibit J, Partnership Agreement

Please see Grantee Partnership Agreement attached.

Grantee shall ensure all Partners sign a revised CRC Partnership Agreement within four months of grant execution or no later than August 31, 2025. This revised Partnership Agreement shall be to a standard mutually acceptable to both CRC staff and the Grantee, in compliance with CRC Round 1 Guidelines, and shall reflect at a minimum the changes requested by CRC staff during the Post Award Consultation Process. The Grantee must send the final CRC Partnership Agreement signed by all Partners to SGC by August 31, 2025. The final signed CRC Partnership Agreement shall be included as an amendment to this grant agreement. Until the revised Partnership Agreement is signed by all Partners, the Partnership Agreement attached shall provide the basis for the collaborative governance of the CRC grant.



PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE REVITALIZING WESTERN NEVADA COUNTY VETERANS' HALLS PROJECT

This Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans' Halls ("Agreement") is made and entered into this ____ day of March, 2025, by and between County of Nevada (the "Grantee"), FREED Center for Independent Living, a nonprofit corporation ("FREED") in collaboration with Aging and Disability Resource Connection (ADRC), Gold Country Community Services - DBA Gold Country Senior Services, a nonprofit corporation ("GCSS") and Interfaith Food Ministry of Nevada County, a nonprofit corporation ("IFM"), (each a "Partner" and collectively the "Partners") to represent a commitment to complete a signed version by the Grant Agreement. Although titled "Partnership Agreement," this Agreement, once finalized, will function as a Memorandum of Understanding and is not intended to be legally binding.

General Terms and Conditions

- 1. Background and Recitals
 - A. This Agreement is entered into pursuant to requirements of the Community Resilience Centers (CRC) Program Guidelines and "The Revitalizing Western Nevada County Veteran's Halls" proposal (herein after referred to as "Proposal") and memorializes basic terms to govern the planning and implementation of the scope of work included in the Proposal.
 - B. Through this Agreement, the Partners commit to work together to implement the projects identified in the Proposal funded by the CRC grant. The Grantee and Partners have developed the projects included in the Proposal with the understanding of the CRC program requirements and are prepared to lead and participate for the term of the CRC grant.
 - C. Through CRC, the California Strategic Growth Council (SGC) funds the planning, development, and implementation of neighborhood-level Community Resilience Centers that empower communities, respond to climate emergencies, and provide year-round services and programs to enhance both climate resilience and community resilience.
 - D. The County of Nevada will be the Grantee responsible for the grant from SGC ("CRC Grant") to fund a range of activities within the Grass Valley and Nevada City campuses as depicted in the attachment: Project Area Map.
 - E. CRC Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted CRC Grant Application, and the Partners agree to be Partners for the CRC Grant Application.

- F. SGC requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement "The Revitalizing Western Nevada County Veteran's Halls" including, but not limited to, the expectations and responsibilities of the Partners, legal and financial terms, and community engagement and decision-making processes.
- G. Partners desire to enter into this Agreement to establish a Collaborative Stakeholder Structure for matters pertaining to the CRC Grant and the implementation of the scope of work within the forenamed Project Area.
- H. Partners acknowledge and agree that other Partners may be added to this Agreement, decided through a democratic process amongst the Collaborative and in consultation with SGC.

2. Roles and Responsibilities

Grantee

As the Grantee, County of Nevada commits to all duties and responsibilities corresponding to the Grantee role under "The Revitalizing Western Nevada County Veteran's Halls" proposal for the term of the CRC Grant. The County of Nevada is fully committed to the activities and deliverables of the CRC Proposal, the requirements of the CRC Grant and the stipulations of this Agreement and agrees to take all actions necessary to effectuate the requirements of the CRC Grant in accordance with the State of California requirements.

As Grantee, the County of Nevada responsibilities include but are not limited to:

- A. Commitment to Partners
 - 1. Commit to plan and implement the project schedule;
 - Commit to work collaboratively;
 - 3. Leverage available funds; and
 - Commit to build equitable policies collaboratively with Partners in the Collaborative Stakeholder Structure
- B. Roles and Responsibilities
 - 1. Coordinating all components of the CRC Proposal and processing the approval of the CRC Proposal through the SGC as may be necessary or appropriate;
 - 2. Overseeing and coordinating the CRC Proposal project;
 - Preparing and disbursing the CRC Grant funds to Partners either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
 - 4. Submitting all invoices and associated summary reports, and annual reports to the CRC Program staff;
 - 5. Participating in regular check-in meetings with CRC Program staff;

- 6. Providing County of Nevada staff support during the entirety of the grant term; and
- 7. Achieving and monitoring goals and associated indicators as defined by the CRC Proposal and the CRC Grant Guidelines.

C. Governance

- Sharing decision-making power with Partners in the Collaborative Stakeholder Structure.
- D. As the lead of the Collaborative Stakeholder Structure and the Grantee, the County of Nevada will:
 - 1. Solicit and award all bids and subcontracts;
 - 2. Undertake all grant invoices and the disbursement of grant funds to partners, subrecipients, vendors, and contractors;
 - 3. Lead and ultimately submit all required periodic and final grant report submissions on behalf of the Collaborative Stakeholder Structure.

Partners

Partners are responsible for implementing specific strategies stipulated within the Collaborative's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. Applicants whose Proposals contain more than one CRC facility must still be governed by one Collaborative Stakeholder Structure, although the specific Partners operating at each site may vary.

The following entities will serve as Partners on "The Revitalizing Western Nevada County Veteran's Halls" project for the term of the CRC Grant:

- 1. FREED
- 2. GCSS
- 3. IFM

FREED will be operating at Grass Valley CRC & Nevada City CRC sites; GCSS will be operating at Grass Valley CRC site and GCSS facilities; and IFM will be operating at Grass Valley CRC & Nevada City CRC sites and IFM facilities. Each organization was invited to join as partners due to their proximity to the Grass Valley Vets' Hall and the extraordinary work they contribute to the County to support our most vulnerable communities. Collectively, they have a wealth of experience with, and data they have collected from the groups they represent that made their roles in this project immediately clear: supporting communication and resources to home-bound residents, providing social support, educational outreach, and gathering space for seniors and residents of all ages, and providing food for low-income residents and families.

The partners have worked together previously, with some examples outlined below:

IFM and GCSS have collaborated on a monthly emergency food bag program serving Meals on Wheels and other senior clients, which was launched due to funding by a Dignity Health grant and has continued to this day. The new Sierra Gold Community Senior Center operated by GCSS is located in a building that shares its parking lot with IFM. They are now neighbors!

FREED has funded GCSS in the past to provide Options Counseling services to older adults applying for Meals on Wheels, and GCSS played a significant role in the development of the Nevada County Aging and Disability Local Playbook. In addition, their Executive Director leads a FREED workgroup and other staff participate in multiple workgroups.

GCSS has worked with the Nevada County to renovate and open a senior center. IFM and Nevada County have partnered on many different programs and grants, including CDBG, CSBG, CIF, Community Resiliency Funds, and IFM has presented several times to the Board of Supervisors on the state of food insecurity in Nevada County.

During COVID, FREED partnered with IFM to support referrals to their meal and grocery delivery program. FREED funds were used to provide meals, as well as emergency preparedness materials to IFM participants.

A. FREED

FREED will act as a member of the CRC Collaborative Stakeholder Governance Body, will serve as a critical outreach and community engagement resource, will utilize grant funding to implement the Nevada County Master Plan for Aging Local Playbook workplan to improve access to critical resources for older adults and people with disabilities, provide emergency preparedness resources and classes and will participate in data collection activities. Below are the responsibilities for this Partner in the CRC Grant.

	Workbook Subtask	Deliverable
1.	2A. Collaborative Stakeholder Meetings	Assist in publicizing CSS meetings; Provide a representative at each regular CSS meeting; Prepare any relevant meeting materials; Coordinate with Partners to record meeting minutes.
2.	2C. Outreach /Coordination of Community Partners	Develop and conduct bi-annual surveys to residents participating in program; Produce summary of survey findings; Information sharing via emails, outreach material distribution, cross-trainings, advisory committee meetings, and at outreach events.
3.	2E. Local Playbook Action Plan	Initial planning and data collection to identify strategic actions related to increasing access to transportation, healthcare, housing, increasing the caregiving workforce, and increasing social participation; Develop database and analysis; Data metrics used will include development of a shared database tracking system to monitor outcomes of strategic action work via indicators/measures, instruments/data sources, data collection and analysis; and Provide a written summary of progress as well as the completion of an Action Plan Update in year 4 to drive additional goals for the coming three-years.

4.	3B. Emergency Preparedness Classes at Grass Valley Vets Hall & Nevada City Vets Hall	Conduct quarterly group classes in Emergency Preparedness, including the specific needs of individuals with disabilities and older adults; Train 250 individuals and provide 200 personalized Emergency Preparedness Plans, over the course of 5 years; Develop agendas and/or handouts; Track notes on number of participants and their feedback; Provide a schedule of classes; Distribute schedule of classes via outreach and print/save a copy of the outreach methods.
5.	5A. Evaluation - Community Engagement	Coordinate with the Program Manager and Co-Chairs to assist as needed in the following deliverables: 1. Meeting Summaries (date/time/location, number of attendees, summary of outcomes) 2. Final Meeting Materials (curriculum, handouts) 3. Publicity Materials (announcements, photos from key events) 4. Copy of survey questions and summary of results
6.	5C. Grant Reporting Requirements	For the life of the grant, provide the County a written status report covering the periods of: July through December, due January 15 and January through June, due July 15. The report must outline the progress made on grant activities.
7.	Other	Anything else as required for the CRC grant application.

Note: FREED is the fiscal sponsor acting on behalf of Aging and Disability Resource Connection.

Historical Community Engagement

Local data on the aging and disability landscape of Nevada County was collected from multiple partner agencies, community stakeholders, and research conducted from state and online sources. Every effort was made to be as inclusive and comprehensive as possible. In June 2022, Ellis Planning and Associates facilitated the Nevada County "Master Plan for Aging and Disabilities Local Playbook Planning" workshop. The purpose of the workshop was to gain stakeholder input on the strategic initiatives for the Local Playbook utilizing the data that was collected. The workshop consisted of a diverse group of 20 participants, representing local leaders and decision-makers, as well as program managers and coordinators servicing the aging and disability populations in Nevada County. In table groups corresponding with the California MPA's bold goal areas, workshop participants drafted six (6) strategic actions that would leverage the driving forces and address the restraining forces to achieve the goal. From March to April 2023, input was received by Local Playbook Workshop participants, community organizations, and the public through an extensive outreach and review effort including a public input process coordinated by Nevada County.

B. Gold Country Senior Services (GCSS)

GCSS will act as a member of the CRC Collaborative Stakeholder Governance Body, will play a central role in community engagement and outreach, will utilize grant funds to support its programs addressing Senior health, will be ready to serve as a resource for food and water during emergency response, and will participate in data collection activities. Below are the responsibilities for this Partner in the CRC Grant.

	Workbook Subtask	Deliverable
1.	2A. Collaborative Stakeholder Meetings	Assist in publicizing CSS meetings; Provide a representative at each regular CSS meeting; Prepare any relevant meeting materials; Coordinate with Partners to record meeting minutes.
2.	2C. Outreach /Coordination of Community Partners	Develop and conduct bi-annual surveys to residents participating in program; Produce summary of survey findings; Information sharing via emails, outreach material distribution, cross-trainings, advisory committee meetings, and at outreach events.
3.	3A. Community Cooking Classes at Grass Valley Vets Hall	Provide monthly cooking classes that target nutrition, sustainability, and health code standards; Develop class agendas and/or handouts; Track participant attendance and feedback.
4.	3A. Commercial Kitchen Access to Entrepreneurial and Small Businesses	Develop a program for entrepreneurial and small businesses to access the commercial kitchen; Develop a Memorandum of Understanding on use of the commercial kitchen; Track the number of entrepreneurs using the kitchen; Provide an outcomes summary.
5.	3C. Senior Green Energy Program Outreach and Education	Develop educational programs to improve technological equity and competency; Provide community members with access to education on solar energy credits/programs, broadband and low cost cellular/internet services, and green waste management.
6.	4B. Emergency Services and Response at Grass Valley Vets Hall & Nevada City Vets Hall	Provide community services during local emergencies to include: access to healthy nutrition, technology and emergency information for low-income seniors and community members losing access to such services; Track services provided, number of people served, and duration of local emergency; Develop and conduct survey for staff and community feedback; Produce summary of survey findings.
7.	5A. Evaluation - Community Engagement	Coordinate with the Program Manager and Co-Chairs to assist as needed in the following deliverables: 1. Meeting Summaries (date/time/location, number of attendees, summary of outcomes) 2. Final Meeting Materials (curriculum, handouts) 3. Publicity Materials (announcements, photos from key events) 4. Copy of survey questions and summary of results
8.	5C. Grant Reporting Requirements	For the life of the grant, provide the County a written status report covering the periods of: July through

		December, due January 15 and January through June, due July 15. The report must outline the progress made on grant activities.
9.	Other	Anything else as required for the CRC grant application.

C. IFM

IFM will act as a member of the CRC Collaborative Stakeholder Governance Body, will play a central role in community engagement and outreach, will utilize grant funds to support its programs addressing food insecurity, will be ready to serve as a resource for food and water during emergency response, and will participate in data collection activities. Below are the responsibilities for this Partner in the CRC Grant.

	Workbook Subtask	Deliverable
1.	2A. Collaborative Stakeholder Meetings	Assist in publicizing CSS meetings; Provide a representative at each regular CSS meeting; Prepare any relevant meeting materials; Coordinate with Partners to record meeting minutes.
2.	2B. Community Engagement, Marketing, Outreach, Fundraising	In Year 1, complete at least 1000 survey responses gathering feedback about CRC related programs, activities, and needs; Provide summary of survey findings; Share CRC related info through IFM's usual channels of communication, including newsletters, social media posts, print media, radio, and website at least 6 times per year; Save/print a copy of the shared CRC information.
3.	2C. Outreach /Coordination of Community Partners	Develop and conduct bi-annual surveys to residents participating in program; Produce summary of survey findings; Information sharing via emails, outreach material distribution, cross-trainings, advisory committee meetings, and at outreach events.
4.	3D. Food Rescue / Compliance w SB1383	By the end of Year 2, have written Food Rescue Contracts with each grocery store 10,000+ sq ft in Western Nevada County; By the end of Year 2, establish a system for the weighing and reporting of the poundage of the food rescued; In Year 3, rescue at least 350,000 pounds of food; and Record summary of food rescued after CRC site events.
5.	3D. Community Meal Program	Develop a Community Meal Program; Share Community Meal program info through IFM's usual channels of communication, including newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials; Track the number of community meals each year; and track the number of attendance at each community meal.
6.	3E. Food Home Delivery Program	Make at least 1200 deliveries of food to client's homes annually; Track the annual number of deliveries made to client homes; Share Drive-Thru events info through IFM's usual channels of communication, including

7.	3F. Educational Programs, Cooking Classes, Nutrition, Meal Planning, Budgeting	newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials used for Drive-Thru events held at either Vets Hall site; and Record a summary of foods collected during Drive-Thru events at either Vets Hall site. Provide at least 6 educational opportunities annually; Create and distribute agenda and/or handouts for the classes; Acquire a minimum of 50 participants annually in classes or other group instruction; Acquire a minimum of 500 clients participating annually in tastings during food distribution events; Track number of participants and their feedback; Share educational events info through IFM's usual channels of communication, including newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials used for educational events.
8.	3G. Food Distribution Program	Distribute food to at least 8,000 unique individuals annually; Serve a minimum of 50,000 instances annually to individuals (i.e. the # of individual visits to IFM for food); Track number of deliveries to individuals and number of individual visits to IFM; Share Drive-Thru events info through IFM's usual channels of communication, including newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials used for Drive-Thru events held at either Vets Hall site; and Record a summary of foods collected during Drive-Thru events at either Vets Hall site.
9.	5A. Evaluation - Community Engagement	Coordinate with the Program Manager and Co-Chairs to assist as needed in the following deliverables: 1. Meeting Summaries (date/time/location, number of attendees, summary of outcomes) 2. Final Meeting Materials (curriculum, handouts) 3. Publicity Materials (announcements, photos from key events) 4. Copy of survey questions and summary of results
10.	5C. Grant Reporting Requirements	For the life of the grant, provide the County a written status report covering the periods of: July through December, due January 15 and January through June, due July 15. The report must outline the progress made on grant activities.
11.	Other	Anything else as required for the CRC grant application.

Resident Representatives

Resident Representatives are responsible for understanding the community in a meaningful way that will benefit the decisions made during CSS meetings. They are expected to attend regular

CSS meetings and provide feedback during discussions that will provide a perspective from the community.

3. Proposal Overview

The Grantee and its Partners propose a combination of capital improvements and programming that improve community resilience to extreme heat, wildfire, and winter storms by providing temporary emergency shelters accessible to all people at two existing CRCs, expanding successful programs that provide food, and introducing classes that support the health and financial wellbeing of all residents.

CRC Collaborative Stakeholder Structure

The Collaborative Stakeholder Structure (CSS) is comprised of the Steering Committee, the Partners, Co-Chairs, Resident Representatives, and a Program Manager. Together, regular meetings will be established and maintained.

A description of the roles for the Steering Committee, Co-Chairs, the Partners, the Resident Representatives, and the Program Manager is below.

A. Steering Committee:

The Steering Committee is composed of seven departments of Nevada County (Information and General Services Agency, County Liaison for Veteran's Affairs, Office of Emergency Services, Public Health, Social Services, Economic Development, and Climate Objective Working Group). Each department will designate a representative to participate in the regular CSS meetings, though additional representatives may also attend. If a designated representative is not able to attend a meeting, they must identify an alternate to represent them at least the day prior to a meeting and inform the Program Manager of such alternate representative.

The Steering Committee will be the only members capable of awarding contracts, per County policy.

Steering Committee members' primary responsibilities include:

- 1. Participate in quarterly meetings;
- Review grant deliverable progress;
- 3. Respond in a timely way to requests for information related to project implementation, grant administration, or other coordination sent out by Community Partners, the Program Manager, or the Co-Chairs; and
- 4. Support overall success of the CRC grant by participating in activities related to grant implementation as needed.

B. Co-Chairs:

Three members from the Steering Committee will serve as Co-Chairs to perform specific leadership duties within their professional capacity. Two of the positions may rotate annually, with a Treasurer to remain as a Co-Chair for the life of the grant.

Primary responsibilities will include the following activities:

- 1. Establish the agenda and preside over meetings.
- 2. Lead the publication and advertising of the meetings.
- 3. Coordinate with the Program Manager on grant administration or activities.
- 4. Work with team members to resolve disputes that may arise.
- 5. The Treasurer will correspond with the County's grant administrator to accurately represent the financial progress and needs of the grant.

C. The Partners:

All Partners will participate in regular CSS meetings and are expected to have a representative from their organization participate in every meeting. If no representative from a Partner can participate in the meeting, they will schedule a follow-up call with the Program Manager. If a Partner misses two consecutive meetings, the Co-Chairs will schedule a call with the Partner to identify barriers to meeting attendance and develop a plan to ensure future meeting participation. If issues relating to meeting attendance continue, then the Co-Chairs will follow the process outlined below related to performance issues.

Each of the Partners will manage their project elements as described in the Workplan deliverables. Updates to work plans and issues related to timing will be coordinated by the Program Manager and will be discussed in the regular CSS meetings. These updates will help ensure that all projects are on schedule and allow for early identification of any potential issues or project implementation delays. The partners will work together to record minutes and publish meeting materials.

If there are issues related to performance for the Partners or their subconsultants, an individual meeting with the Co-Chairs will be scheduled by the Program Manager to address issues and develop a plan to resolve the concerns. If performance issues persist, the Co-Chairs will work with the Steering Committee to identify a path to resolution using the process identified in the decision-making processes, performance issues and conflict resolution section below.

D. Resident Representatives

The Steering Committee and Partners will develop an outreach and selection process for a minimum of two Resident Representatives. With input from the CSS, the Co-Chairs, and Partners will select two Resident Representatives who live within the Project Area and are trusted members of the community.

Resident Representatives will serve for the duration of the grant term, or until they resign. If a Resident Representative resigns, the CSS will implement the established outreach and selection process to determine a new Resident Representative.

Resident Representatives are required to attend scheduled CSS meetings and are highly encouraged to attend other community meetings to adequately represent community perspectives and to provide feedback to the CSS. Resident Representatives will hold one vote each.

If the resident member misses two consecutive meetings, the Partners will schedule a call with the resident member to identify barriers to meeting attendance and develop a plan to ensure future meeting participation. If issues relating to meeting attendance continue, then the Partners and/or Co-Chairs will discuss finding a new resident member.

E. Program Manager:

A Program Manager position will be a designated County staff member to oversee the grant and its related activities, including managing progress and ensuring the deliverables are being met. This position will coordinate efforts and collaboration amongst members of the CSS.

Transparent Decision-Making Processes, Performance Issues, and Conflict Resolution

- A. Important decisions, including changes to a project's scope, issues related to project delays or other project elements, will be discussed during the regular CSS meeting. In the case of a time-sensitive decision, a Co-Chairs call will be scheduled to discuss the topic, and notes will be sent out to the CSS team.
- B. The decision-making process is based on consensus. If there is disagreement within the team on the best course forward regarding decision making and/or performance issues with a member and consensus is not possible, then the CSS will use a two-thirds vote to make a final decision. Decision making by vote is a last resort. The CSS is committed to identifying issues and addressing conflict early to ensure they are resolved in a constructive fashion.
 - In the case of performance issues of a Partner, the Co-Chairs will strive to work closely with the Partner to problem-solve or identify a path to resolving the issues. First, the Co-Chairs, Program Manager, and Partner will hold a one-on-one call to identify issues. If concerns continue, a second call will be scheduled with the Steering Committee and a written action plan will be developed by the Co-Chairs to identify next steps and a corrective path, including a detailed timeline to resolve performance issues. If issues persist beyond the identified timeline, then the full CSS will meet to discuss a path towards resolution.
- C. At the conclusion of the CRC Grant, the CSS may decide to dissolve with a two-thirds vote. The CSS may also cease to operate, given a lack of funding or initiative amongst the members.

Meeting Procedures and Process Evaluation

A. Regular CSS meetings will be open to the public and will be publicized through the Partners existing audience, membership meetings, and other outreach activities. The CSS will meet at least quarterly. Special meetings (in addition to quarterly meetings) may be called as needed. In-person meetings will be held at a location within the Project Area (likely the CRCs once construction is complete) that is ADA accessible and convenient for members and partners, with a livestream video option for public to attend remotely. Meeting times will be at a time that is convenient for community resident

attendance. Translation services may be accommodated as needed for the public. Meetings will be facilitated by the Co-Chairs and the agenda will be developed by the Co-Chairs in coordination with the Program Manager. The topics for meetings include general coordination, identification of issues, upcoming outreach, critical decision-making, and other updates. There will be designated time on the agenda for public comment. Written public comment cards from CRC locations will also be reviewed and taken into consideration during the agenda formation. The Co-Chairs and Program Manager will coordinate the development of the agenda, including collecting agenda topics from the project team, developing, and sending the agenda at least three days in advance of the meeting. The agenda will be accessible to the public via digitally and/or print. A meeting schedule will be posted to inform the community of upcoming meetings. The Program Manager will track meeting participation.

- B. Partners will coordinate recording meeting minutes and will work with the Program Manager and Co-Chairs to prepare meeting materials relevant to their corresponding project updates.
- C. During its regular meetings, the CSS will review the output of each project to ensure that the deliverables of the CRC grant are being met. The CSS will also check project activities and milestones to measure progress of each project, and, if necessary, make recommendations on how to keep projects on track.

Community Involvement in the Decision-Making

- A. Community involvement in the decision-making process is based on the Partners' approach to engaging their audience and other residents of Western Nevada County, including tenants and small businesses. Strategies may be employed to reach homeless individuals, low-income populations, and others impacted by the digital divide.
- B. Community outreach will include early involvement and regular updates on project progress. This outreach will take place in a variety of settings using various methods, but updates will be provided during the regularly scheduled meetings, and events. If there are project elements that need additional feedback during the project development, community meetings will be scheduled and held at a time that is convenient for a wide range of people. Ongoing feedback will be solicited using surveys and comment cards.
- C. Outreach for those meetings will take place using a mix of strategies including flyers, social media, and email.

Procedures to Change, Add, or Remove Partners

- A. If a Partner would like to invite a new member organization to implement complementary projects with leverage funding, they will bring information, including partner background and an outline of proposed roles and responsibilities, to the CSS meeting. The CSS will discuss and agree on the prospective new member at that time. A prospective new member will be discussed and confirmed by a majority vote during a regularly scheduled CSS meeting.
- B. If a partner is no longer able to participate in the CRC grant, a discussion related to their participation will be brought to the next meeting and the CSS will evaluate their removal

using objective criteria, including the Partners performance to date on their related CRC grant project(s). If a Partner decides due to extenuating conditions that they need to leave the CRC grant, they will provide a minimum of sixty days' notice and will actively participate in identifying a replacement organization and planning for their departure. The replacement organization should have proven ability to carry out the Partner's project(s) and deliverables.

C. If a Resident Representative is removed, the CSS will follow the outreach and selection process established to select a replacement Resident Representative within sixty days.

4. Legal and Financial Considerations

The County of Nevada will maintain legal, fiscal, and fiduciary responsibilities, including managing grant funds in accordance with SGC regulations, policies, and guidelines. The County of Nevada is responsible for the development and submission of all reports to CRC Program staff and additional funding agencies, bookkeeping, accounting, and grant compliance services.

Legal Relationship

- A. Independent Identities. The Grantee, and each Partner will retain their own independent legal identities. Their performance in the Collaborative Stakeholder Structure represents a non-binding partnership. Each party remains responsible for their own activities and for the performance of their own commitments.
- B. Nonperformance. The Collaborative Stakeholder Structure may terminate a Partner(s) for nonperformance of deliverables with 30 days written notice.
- C. Conflict of Interest. No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for County who is authorized in such capacity and on behalf of County who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
- D. Dispute Resolution. If a dispute, controversy, or claim arises between the partners in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Partners, the Partners shall promptly notify one another of the dispute in writing. Following the first receipt by a party of such written notice the Partners shall attempt to resolve the dispute amicably by mutual discussion within fifteen (15) days. Failure to reach a resolution shall be settled through the adjudicating officer appointed under the Act.

Financial Relationship

The Grantee will serve as the grant recipient and will be the sole direct recipient of any and all grant funds. Each Partner will request funds through the submission of an invoice. Each Partner shall submit an itemized Schedule of Values, with a breakdown of deliverables and associated cost value for each numbered task, approved by the Grantee within 6 months of grant acceptance or prior to payment of the first invoice, whichever occurs first.

A. Invoices:

- Each Partner shall submit to the County of Nevada invoices on at least a quarterly basis but no more than bi-monthly, delineating all costs by Task # and Item as specified in the project budget. If no invoice is needed for the quarter, the County of Nevada must be notified by email.
- Applicable back-up documentation associated with the invoice shall include receipts for all materials and supplies, all staff-time shown by number of hours worked and hourly rate, timesheets (as applicable), and invoices for all contractor or subcontractor services.
- 3. Invoices shall be accompanied by a Written Report-Outs covering the time period of the expenditures describing the work completed by Task # and Item, with photos (as applicable), not to exceed two pages.
- 4. County of Nevada will review submitted Invoices and Written Report-Outs within seven business days of receipt. Should errors be found in excess of five errors, County of Nevada will halt review and return the report for revision. The County of Nevada will have seven business days to review revised submissions.
- 5. The County of Nevada will distribute grant funds for approved invoices, which are payable within 30 days of the approved invoice.
- B. Invoice Back-Up Documentation Detailed Requirements:
 - 1. Receipts and/or invoices for supplies, venue rentals, etc. are required.
 - 2. Itemized invoices for any sub-contractors are required.
 - 3. Itemized invoices for equipment contracts are required.
 - 4. For personnel and benefits costs incurred, back-up documentation should include staff member, hourly rate, and corresponding Task referenced in the deliverables.
 - 5. For personnel and benefits costs incurred, back-up documentation should include timecard reports.
 - 6. The word "invoice" shall appear at the top of the page for all back-up documentation.
 - 7. Invoices shall include contractor information including name and address.

- 8. Invoices shall include date of submission and a unique invoice number. In the event of a re-submitted invoice, the invoice number shall remain the same as the original invoice which was not approved.
- 9. The project tracking title of "Revitalizing Western Nevada County Veterans' Halls" shall appear on all invoices.
- 10. Invoices shall denote the Task(s)# and Item referenced in the Schedule of Values under which the expenditure was incurred.
- 11. Invoices shall include dates or time period during which the invoiced costs were incurred; where applicable invoices should include expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.).

Payment will be withheld if reporting requirements are not met and/or sufficient back-up documentation is not submitted with invoices. Payment will resume upon approved submissions.

Partner(s) shall provide a copy of its audited financial statement and most recent IRS 990 form to County by June 30th of each year.

Unless otherwise agreed to by County of Nevada, all payments owed by County of Nevada to Partner(s) under this Contract shall be made by Automated Clearing House (ACH). In the event County of Nevada is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

C. Submit all invoices to:

Nevada County:

Information and General Services Admin

Address:

950 Maidu Ave

City, St, Zip

Nevada City, CA 95959

Attn:

IGS Admin

Email:

Elise.Strickler@nevadacountyca.gov and

IGSAdmin@nevadacountyca.gov

Phone:

(530) 265-1238

The Grantee and each Partner shall have equal standing and collective accountability for implementing grant program requirements within the Collaborative Stakeholder Structure. The County does not assume liability for any third-party claims for damages arising out of this Agreement and each Partner does not assume liability to SGC for damages arising out of this Agreement.

When purchasing supplies and equipment or contracting for construction and other services, Grantees and their Partners must follow their own established procurement policies and procedures as their primary process, with the exception that it must follow

the standards established in this SGC's Procurement Guidelines where it conflicts with its own local requirements. In cases were a Grantee or Partner lacks written procurement policies, SGC's Procurement Guidelines, as outlines in the Grant Agreement and Grant Management Manual, must be followed unless explicit written approval has been granted by SGC.

D. Subcontractor Procurement Process:

The Partners are responsible for identifying and hiring their own subcontractors.
 The Partners will use the procurement process identified by the Strategic Growth Council (SCG) as part of the CRC grant administration guidelines. The Partners are responsible for providing documentation of their procurement process to the Co-Chairs prior to contracting with and being reimbursed for work completed by the subcontractor.

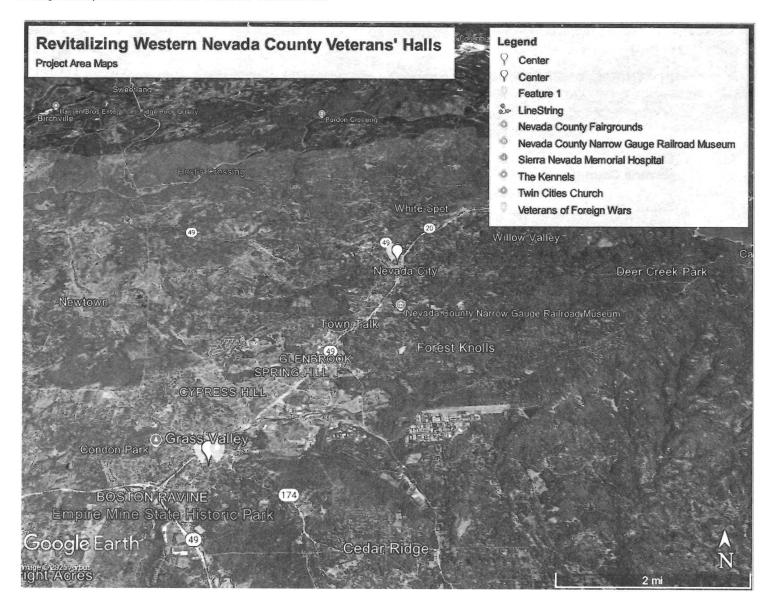
5. Equal Opportunity

The Grantee and Partners are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status. The Grantee and Partners will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. The Grantee will take prompt and effective remedial action upon discovery of such conduct.

6. Miscellaneous Provisions

This Agreement may be revised during Post-Award Consultation or upon written agreement of the Partners to comply with all administrative, statutory, and CRC Program requirements. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The Partners shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

IN WITNESS, WHEREOF, the parties hereto, 2025.	have executed this Partnership Agreement on			
Grantee: Nevada County				
Signature	Date nation and General Services Agency			
Approved as to Form – County Counsel				
Signature	Date			
Print name/Title:				
PARTNERS: FREED Center for Independent Living				
Signature	Date			
Carly Pacheco, Executive Director, FREED Center for Independent Living				
Gold Country Senior Services				
Signature	Date			
Leslie Lovejoy, Executive Director, Gold Cour	ntry Senior Services			
Interfaith Food Ministry of Nevada County				
Signature	Date			
Phil Alonso Executive Director Interfaith Foo	d Ministry of Nevada County			



Grant Number: SGC24112, County of Nevada

Exhibit K, Special Conditions

While all Grantees are required to submit a full Facility Condition Assessment in compliance with CRC Round 1 Program Guidelines, in some cases, where project readiness documents have been submitted to the SGC but require additional updates to meet Project Readiness Requirements contained in Section 18, SGC may, at its sole discretion, use Exhibit L – Special Conditions to clarify items that require updating and the special conditions related to those items.

1. Updated Facility Condition Assessment

- i. Grantee must complete the SGC-requested revisions to the Facility Condition Assessment (FCA) and return the FCA for SGC review within four months of grant execution but no later than August 31, 2025.
- ii. The updated FCA components must:
 - Include a full assessment of Environmental Hazards, Seismic Risk, and compliance with the American with Disabilities Act (ADA).
 - Be to a standard mutually acceptable to both SGC staff and the Grantee, however, SGC retains full discretion on acceptance of the resubmitted FCA components.
 - Provide reliable estimates for remediation of any Environmental Hazards, work needed to bring the structure(s) up to current state and federal code for seismic soundness, and the ADA, respectively.
- iii. Facility Condition Assessments are not an eligible cost of the Grant.
- iv. In accordance with Section 18 Conditions for Beginning Work, Grantees are required to provide sufficient evidence of compliance with readiness requirements, including a revised FCA approved in writing by SGC. The SGC Manager will provide notice via email that work on capital projects may begin only after the Grantee has demonstrated readiness for each Project.

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May 3, 2024

Amy Cobden
County of Nevada
950 Maidu Avenue
Nevada City, CA 95959
Amy.cobden@nevadacountyca.gov

RE:

Award Notification – Community Resilience Centers (CRC) Program, Round 1, Implementation Grant Award, County of Nevada, "Revitalizing Western Nevada County Veterans' Halls"

Dear County of Nevada and partners,

The California Strategic Growth Council (SGC) is pleased to inform you that the Council approved a Community Resilience Centers implementation award of \$10,000,000.00 to the County of Nevada for "Revitalizing Western Nevada County Veterans' Halls" at its April 24, 2024, meeting. Round 1 of CRC is funded by a FY 2022-2023 budget appropriation from the General Fund. This program funding increases opportunities for the communities most impacted by climate change to respond to climate emergencies and provide year-round services and programs to enhance both climate resilience and community resilience. SGC is committed to support community-driven projects and achieve equitable, resilient communities and landscapes for all Californians. Congratulations on your successful application.

This letter provides a conditional commitment of grant funds. CRC staff will initiate the Post-Award Consultation (PAC) process soon by scheduling a meeting with the Awardee and sending a review package including review checklists for implementation activities. This process will involve altering the scope of work to reflect the reduced award amount; addressing any outstanding issues identified by CRC staff, reviewers, and the interagency panel; and finalizing the grant agreement. Grantees and Partners will need to work closely and collaboratively with CRC Staff to address all issues prior to grant execution. All requested documentation and changes should be finalized within three (3) to four (4) months after the Council makes awards.

Following execution of the grant agreement, grant funds will be disbursed on a bi-monthly basis. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. CRC has been authorized to offer advanced payment to Grantees that are registered as 501(c)(3) nonprofit organizations, subject to meeting specified requirements, in accordance with AB 590 (Hart, 2023). We will follow up on the terms for accessing advance pay. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution. Further guidance on these topics is forthcoming.

We look forward to our partnership in the coming years. If you have any questions, please contact the Program Team at CRC@sgc.ca.gov.

Sincerely,

Lynn von Koch-Liebert

Executive Director

California Strategic Growth Council

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PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE REVITALIZING WESTERN NEVADA COUNTY VETERANS' HALLS PROJECT

This Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans' Halls ("Agreement") is made and entered into this ____ day of March, 2025, by and between County of Nevada (the "Grantee"), FREED Center for Independent Living, a nonprofit corporation ("FREED") in collaboration with Aging and Disability Resource Connection (ADRC), Gold Country Community Services - DBA Gold Country Senior Services, a nonprofit corporation ("GCSS") and Interfaith Food Ministry of Nevada County, a nonprofit corporation ("IFM"), (each a "Partner" and collectively the "Partners") to represent a commitment to complete a signed version by the Grant Agreement. Although titled "Partnership Agreement," this Agreement, once finalized, will function as a Memorandum of Understanding and is not intended to be legally binding.

General Terms and Conditions

- 1. Background and Recitals
 - A. This Agreement is entered into pursuant to requirements of the Community Resilience Centers (CRC) Program Guidelines and "The Revitalizing Western Nevada County Veteran's Halls" proposal (herein after referred to as "Proposal") and memorializes basic terms to govern the planning and implementation of the scope of work included in the Proposal.
 - B. Through this Agreement, the Partners commit to work together to implement the projects identified in the Proposal funded by the CRC grant. The Grantee and Partners have developed the projects included in the Proposal with the understanding of the CRC program requirements and are prepared to lead and participate for the term of the CRC grant.
 - C. Through CRC, the California Strategic Growth Council (SGC) funds the planning, development, and implementation of neighborhood-level Community Resilience Centers that empower communities, respond to climate emergencies, and provide year-round services and programs to enhance both climate resilience and community resilience.
 - D. The County of Nevada will be the Grantee responsible for the grant from SGC ("CRC Grant") to fund a range of activities within the Grass Valley and Nevada City campuses as depicted in the attachment: Project Area Map.
 - E. CRC Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted CRC Grant Application, and the Partners agree to be Partners for the CRC Grant Application.

- F. SGC requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement "The Revitalizing Western Nevada County Veteran's Halls" including, but not limited to, the expectations and responsibilities of the Partners, legal and financial terms, and community engagement and decision-making processes.
- G. Partners desire to enter into this Agreement to establish a Collaborative Stakeholder Structure for matters pertaining to the CRC Grant and the implementation of the scope of work within the forenamed Project Area.
- H. Partners acknowledge and agree that other Partners may be added to this Agreement, decided through a democratic process amongst the Collaborative and in consultation with SGC.

2. Roles and Responsibilities

Grantee

As the Grantee, County of Nevada commits to all duties and responsibilities corresponding to the Grantee role under "The Revitalizing Western Nevada County Veteran's Halls" proposal for the term of the CRC Grant. The County of Nevada is fully committed to the activities and deliverables of the CRC Proposal, the requirements of the CRC Grant and the stipulations of this Agreement and agrees to take all actions necessary to effectuate the requirements of the CRC Grant in accordance with the State of California requirements.

As Grantee, the County of Nevada responsibilities include but are not limited to:

A. Commitment to Partners

- 1. Commit to plan and implement the project schedule;
- 2. Commit to work collaboratively;
- 3. Leverage available funds; and
- 4. Commit to build equitable policies collaboratively with Partners in the Collaborative Stakeholder Structure

B. Roles and Responsibilities

- 1. Coordinating all components of the CRC Proposal and processing the approval of the CRC Proposal through the SGC as may be necessary or appropriate;
- 2. Overseeing and coordinating the CRC Proposal project;
- 3. Preparing and disbursing the CRC Grant funds to Partners either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
- 4. Submitting all invoices and associated summary reports, and annual reports to the CRC Program staff;
- 5. Participating in regular check-in meetings with CRC Program staff;

- 6. Providing County of Nevada staff support during the entirety of the grant term; and
- 7. Achieving and monitoring goals and associated indicators as defined by the CRC Proposal and the CRC Grant Guidelines.

C. Governance

- 1. Sharing decision-making power with Partners in the Collaborative Stakeholder Structure.
- D. As the lead of the Collaborative Stakeholder Structure and the Grantee, the County of Nevada will:
 - 1. Solicit and award all bids and subcontracts;
 - 2. Undertake all grant invoices and the disbursement of grant funds to partners, subrecipients, vendors, and contractors;
 - 3. Lead and ultimately submit all required periodic and final grant report submissions on behalf of the Collaborative Stakeholder Structure.

Partners

Partners are responsible for implementing specific strategies stipulated within the Collaborative's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. Applicants whose Proposals contain more than one CRC facility must still be governed by one Collaborative Stakeholder Structure, although the specific Partners operating at each site may vary.

The following entities will serve as Partners on "The Revitalizing Western Nevada County Veteran's Halls" project for the term of the CRC Grant:

- 1. FREED
- 2. GCSS
- 3. IFM

FREED will be operating at Grass Valley CRC & Nevada City CRC sites; GCSS will be operating at Grass Valley CRC site and GCSS facilities; and IFM will be operating at Grass Valley CRC & Nevada City CRC sites and IFM facilities. Each organization was invited to join as partners due to their proximity to the Grass Valley Vets' Hall and the extraordinary work they contribute to the County to support our most vulnerable communities. Collectively, they have a wealth of experience with, and data they have collected from the groups they represent that made their roles in this project immediately clear: supporting communication and resources to home-bound residents, providing social support, educational outreach, and gathering space for seniors and residents of all ages, and providing food for low-income residents and families.

The partners have worked together previously, with some examples outlined below:

IFM and GCSS have collaborated on a monthly emergency food bag program serving Meals on Wheels and other senior clients, which was launched due to funding by a Dignity Health grant and has continued to this day. The new Sierra Gold Community Senior Center operated by GCSS is located in a building that shares its parking lot with IFM. They are now neighbors!

FREED has funded GCSS in the past to provide Options Counseling services to older adults applying for Meals on Wheels, and GCSS played a significant role in the development of the Nevada County Aging and Disability Local Playbook. In addition, their Executive Director leads a FREED workgroup and other staff participate in multiple workgroups.

GCSS has worked with the Nevada County to renovate and open a senior center. IFM and Nevada County have partnered on many different programs and grants, including CDBG, CSBG, CIF, Community Resiliency Funds, and IFM has presented several times to the Board of Supervisors on the state of food insecurity in Nevada County.

During COVID, FREED partnered with IFM to support referrals to their meal and grocery delivery program. FREED funds were used to provide meals, as well as emergency preparedness materials to IFM participants.

A. FREED

FREED will act as a member of the CRC Collaborative Stakeholder Governance Body, will serve as a critical outreach and community engagement resource, will utilize grant funding to implement the Nevada County Master Plan for Aging Local Playbook workplan to improve access to critical resources for older adults and people with disabilities, provide emergency preparedness resources and classes and will participate in data collection activities. Below are the responsibilities for this Partner in the CRC Grant.

	Workbook Subtask	Deliverable
1.	2A. Collaborative Stakeholder Meetings	Assist in publicizing CSS meetings; Provide a representative at each regular CSS meeting; Prepare any relevant meeting materials; Coordinate with Partners to record meeting minutes.
2.	2C. Outreach /Coordination of Community Partners	Develop and conduct bi-annual surveys to residents participating in program; Produce summary of survey findings; Information sharing via emails, outreach material distribution, cross-trainings, advisory committee meetings, and at outreach events.
3.	2E. Local Playbook Action Plan	Initial planning and data collection to identify strategic actions related to increasing access to transportation, healthcare, housing, increasing the caregiving workforce, and increasing social participation; Develop database and analysis; Data metrics used will include development of a shared database tracking system to monitor outcomes of strategic action work via indicators/measures, instruments/data sources, data collection and analysis; and Provide a written summary of progress as well as the completion of an Action Plan Update in year 4 to drive additional goals for the coming three-years.

4.	3B. Emergency Preparedness Classes at Grass Valley Vets Hall & Nevada City Vets Hall	Conduct quarterly group classes in Emergency Preparedness, including the specific needs of individuals with disabilities and older adults; Train 250 individuals and provide 200 personalized Emergency Preparedness Plans, over the course of 5 years; Develop agendas and/or handouts; Track notes on number of participants and their feedback; Provide a schedule of classes; Distribute schedule of classes via outreach and print/save a copy of the outreach methods.
5.	5A. Evaluation - Community Engagement	 Coordinate with the Program Manager and Co-Chairs to assist as needed in the following deliverables: Meeting Summaries (date/time/location, number of attendees, summary of outcomes) Final Meeting Materials (curriculum, handouts) Publicity Materials (announcements, photos from key events) Copy of survey questions and summary of results
6.	5C. Grant Reporting Requirements	For the life of the grant, provide the County a written status report covering the periods of: July through December, due January 15 and January through June, due July 15. The report must outline the progress made on grant activities.
7.	Other	Anything else as required for the CRC grant application.

Note: FREED is the fiscal sponsor acting on behalf of Aging and Disability Resource Connection.

Historical Community Engagement

Local data on the aging and disability landscape of Nevada County was collected from multiple partner agencies, community stakeholders, and research conducted from state and online sources. Every effort was made to be as inclusive and comprehensive as possible. In June 2022, Ellis Planning and Associates facilitated the Nevada County "Master Plan for Aging and Disabilities Local Playbook Planning" workshop. The purpose of the workshop was to gain stakeholder input on the strategic initiatives for the Local Playbook utilizing the data that was collected. The workshop consisted of a diverse group of 20 participants, representing local leaders and decision-makers, as well as program managers and coordinators servicing the aging and disability populations in Nevada County. In table groups corresponding with the California MPA's bold goal areas, workshop participants drafted six (6) strategic actions that would leverage the driving forces and address the restraining forces to achieve the goal. From March to April 2023, input was received by Local Playbook Workshop participants, community organizations, and the public through an extensive outreach and review effort including a public input process coordinated by Nevada County.

B. Gold Country Senior Services (GCSS)

GCSS will act as a member of the CRC Collaborative Stakeholder Governance Body, will play a central role in community engagement and outreach, will utilize grant funds to support its programs addressing Senior health, will be ready to serve as a resource for food and water during emergency response, and will participate in data collection activities. Below are the responsibilities for this Partner in the CRC Grant.

	Workbook Subtask	Deliverable
1.	2A. Collaborative Stakeholder Meetings	Assist in publicizing CSS meetings; Provide a representative at each regular CSS meeting; Prepare any relevant meeting materials; Coordinate with Partners to record meeting minutes.
2.	2C. Outreach /Coordination of Community Partners	Develop and conduct bi-annual surveys to residents participating in program; Produce summary of survey findings; Information sharing via emails, outreach material distribution, cross-trainings, advisory committee meetings, and at outreach events.
3.	3A. Community Cooking Classes at Grass Valley Vets Hall	Provide monthly cooking classes that target nutrition, sustainability, and health code standards; Develop class agendas and/or handouts; Track participant attendance and feedback.
4.	3A. Commercial Kitchen Access to Entrepreneurial and Small Businesses	Develop a program for entrepreneurial and small businesses to access the commercial kitchen; Develop a Memorandum of Understanding on use of the commercial kitchen; Track the number of entrepreneurs using the kitchen; Provide an outcomes summary.
5.	3C. Senior Green Energy Program Outreach and Education	Develop educational programs to improve technological equity and competency; Provide community members with access to education on solar energy credits/programs, broadband and low cost cellular/internet services, and green waste management.
6.	4B. Emergency Services and Response at Grass Valley Vets Hall & Nevada City Vets Hall	Provide community services during local emergencies to include: access to healthy nutrition, technology and emergency information for low-income seniors and community members losing access to such services; Track services provided, number of people served, and duration of local emergency; Develop and conduct survey for staff and community feedback; Produce summary of survey findings.
7.	5A. Evaluation - Community Engagement	Coordinate with the Program Manager and Co-Chairs to assist as needed in the following deliverables: 1. Meeting Summaries (date/time/location, number of attendees, summary of outcomes) 2. Final Meeting Materials (curriculum, handouts) 3. Publicity Materials (announcements, photos from key events) 4. Copy of survey questions and summary of results
8.	5C. Grant Reporting Requirements	For the life of the grant, provide the County a written status report covering the periods of: July through

128	* u	December, due January 15 and January through June, due July 15. The report must outline the progress made on grant activities.
9.	Other	Anything else as required for the CRC grant application.

C. IFM

IFM will act as a member of the CRC Collaborative Stakeholder Governance Body, will play a central role in community engagement and outreach, will utilize grant funds to support its programs addressing food insecurity, will be ready to serve as a resource for food and water during emergency response, and will participate in data collection activities. Below are the responsibilities for this Partner in the CRC Grant.

	Workbook Subtask	Deliverable
1.	2A. Collaborative Stakeholder Meetings	Assist in publicizing CSS meetings; Provide a representative at each regular CSS meeting; Prepare any relevant meeting materials; Coordinate with Partners to record meeting minutes.
2.	2B. Community Engagement, Marketing, Outreach, Fundraising	In Year 1, complete at least 1000 survey responses gathering feedback about CRC related programs, activities, and needs; Provide summary of survey findings; Share CRC related info through IFM's usual channels of communication, including newsletters, social media posts, print media, radio, and website at least 6 times per year; Save/print a copy of the shared CRC information.
3.	2C. Outreach /Coordination of Community Partners	Develop and conduct bi-annual surveys to residents participating in program; Produce summary of survey findings; Information sharing via emails, outreach material distribution, cross-trainings, advisory committee meetings, and at outreach events.
4.	3D. Food Rescue / Compliance w SB1383	By the end of Year 2, have written Food Rescue Contracts with each grocery store 10,000+ sq ft in Western Nevada County; By the end of Year 2, establish a system for the weighing and reporting of the poundage of the food rescued; In Year 3, rescue at least 350,000 pounds of food; and Record summary of food rescued after CRC site events.
5.	3D. Community Meal Program	Develop a Community Meal Program; Share Community Meal program info through IFM's usual channels of communication, including newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials; Track the number of community meals each year; and track the number of attendance at each community meal.
6.	3E. Food Home Delivery Program	Make at least 1200 deliveries of food to client's homes annually; Track the annual number of deliveries made to client homes; Share Drive-Thru events info through IFM's usual channels of communication, including

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,		newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials used for Drive-Thru events held at either Vets Hall site; and Record a summary of foods collected during Drive-Thru events at either Vets Hall site.
7.	3F. Educational Programs, Cooking Classes, Nutrition, Meal Planning, Budgeting	Provide at least 6 educational opportunities annually; Create and distribute agenda and/or handouts for the classes; Acquire a minimum of 50 participants annually in classes or other group instruction; Acquire a minimum of 500 clients participating annually in tastings during food distribution events; Track number of participants and their feedback; Share educational events info through IFM's usual channels of communication, including newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials used for educational events.
8.	3G. Food Distribution Program	Distribute food to at least 8,000 unique individuals annually; Serve a minimum of 50,000 instances annually to individuals (i.e. the # of individual visits to IFM for food); Track number of deliveries to individuals and number of individual visits to IFM; Share Drive-Thru events info through IFM's usual channels of communication, including newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials used for Drive-Thru events held at either Vets Hall site; and Record a summary of foods collected during Drive-Thru events at either Vets Hall site.
9.	5A. Evaluation - Community Engagement	Coordinate with the Program Manager and Co-Chairs to assist as needed in the following deliverables: 1. Meeting Summaries (date/time/location, number of attendees, summary of outcomes) 2. Final Meeting Materials (curriculum, handouts) 3. Publicity Materials (announcements, photos from key events) 4. Copy of survey questions and summary of results
10.	5C. Grant Reporting Requirements	For the life of the grant, provide the County a written status report covering the periods of: July through December, due January 15 and January through June, due July 15. The report must outline the progress made on grant activities.
11.	Other	Anything else as required for the CRC grant application.

Resident Representatives

Resident Representatives are responsible for understanding the community in a meaningful way that will benefit the decisions made during CSS meetings. They are expected to attend regular

CSS meetings and provide feedback during discussions that will provide a perspective from the community.

3. Proposal Overview

The Grantee and its Partners propose a combination of capital improvements and programming that improve community resilience to extreme heat, wildfire, and winter storms by providing temporary emergency shelters accessible to all people at two existing CRCs, expanding successful programs that provide food, and introducing classes that support the health and financial wellbeing of all residents.

CRC Collaborative Stakeholder Structure

The Collaborative Stakeholder Structure (CSS) is comprised of the Steering Committee, the Partners, Co-Chairs, Resident Representatives, and a Program Manager. Together, regular meetings will be established and maintained.

A description of the roles for the Steering Committee, Co-Chairs, the Partners, the Resident Representatives, and the Program Manager is below.

A. Steering Committee:

The Steering Committee is composed of seven departments of Nevada County (Information and General Services Agency, County Liaison for Veteran's Affairs, Office of Emergency Services, Public Health, Social Services, Economic Development, and Climate Objective Working Group). Each department will designate a representative to participate in the regular CSS meetings, though additional representatives may also attend. If a designated representative is not able to attend a meeting, they must identify an alternate to represent them at least the day prior to a meeting and inform the Program Manager of such alternate representative.

The Steering Committee will be the only members capable of awarding contracts, per County policy.

Steering Committee members' primary responsibilities include:

- 1. Participate in quarterly meetings;
- 2. Review grant deliverable progress;
- 3. Respond in a timely way to requests for information related to project implementation, grant administration, or other coordination sent out by Community Partners, the Program Manager, or the Co-Chairs; and
- 4. Support overall success of the CRC grant by participating in activities related to grant implementation as needed.

B. Co-Chairs:

Three members from the Steering Committee will serve as Co-Chairs to perform specific leadership duties within their professional capacity. Two of the positions may rotate annually, with a Treasurer to remain as a Co-Chair for the life of the grant.

Primary responsibilities will include the following activities:

- 1. Establish the agenda and preside over meetings.
- 2. Lead the publication and advertising of the meetings.
- 3. Coordinate with the Program Manager on grant administration or activities.
- 4. Work with team members to resolve disputes that may arise.
- 5. The Treasurer will correspond with the County's grant administrator to accurately represent the financial progress and needs of the grant.

C. The Partners:

All Partners will participate in regular CSS meetings and are expected to have a representative from their organization participate in every meeting. If no representative from a Partner can participate in the meeting, they will schedule a follow-up call with the Program Manager. If a Partner misses two consecutive meetings, the Co-Chairs will schedule a call with the Partner to identify barriers to meeting attendance and develop a plan to ensure future meeting participation. If issues relating to meeting attendance continue, then the Co-Chairs will follow the process outlined below related to performance issues.

Each of the Partners will manage their project elements as described in the Workplan deliverables. Updates to work plans and issues related to timing will be coordinated by the Program Manager and will be discussed in the regular CSS meetings. These updates will help ensure that all projects are on schedule and allow for early identification of any potential issues or project implementation delays. The partners will work together to record minutes and publish meeting materials.

If there are issues related to performance for the Partners or their subconsultants, an individual meeting with the Co-Chairs will be scheduled by the Program Manager to address issues and develop a plan to resolve the concerns. If performance issues persist, the Co-Chairs will work with the Steering Committee to identify a path to resolution using the process identified in the decision-making processes, performance issues and conflict resolution section below.

D. Resident Representatives

The Steering Committee and Partners will develop an outreach and selection process for a minimum of two Resident Representatives. With input from the CSS, the Co-Chairs, and Partners will select two Resident Representatives who live within the Project Area and are trusted members of the community.

Resident Representatives will serve for the duration of the grant term, or until they resign. If a Resident Representative resigns, the CSS will implement the established outreach and selection process to determine a new Resident Representative.

Resident Representatives are required to attend scheduled CSS meetings and are highly encouraged to attend other community meetings to adequately represent community perspectives and to provide feedback to the CSS. Resident Representatives will hold one vote each.

If the resident member misses two consecutive meetings, the Partners will schedule a call with the resident member to identify barriers to meeting attendance and develop a plan to ensure future meeting participation. If issues relating to meeting attendance continue, then the Partners and/or Co-Chairs will discuss finding a new resident member.

E. Program Manager:

A Program Manager position will be a designated County staff member to oversee the grant and its related activities, including managing progress and ensuring the deliverables are being met. This position will coordinate efforts and collaboration amongst members of the CSS.

Transparent Decision-Making Processes, Performance Issues, and Conflict Resolution

- A. Important decisions, including changes to a project's scope, issues related to project delays or other project elements, will be discussed during the regular CSS meeting. In the case of a time-sensitive decision, a Co-Chairs call will be scheduled to discuss the topic, and notes will be sent out to the CSS team.
- B. The decision-making process is based on consensus. If there is disagreement within the team on the best course forward regarding decision making and/or performance issues with a member and consensus is not possible, then the CSS will use a two-thirds vote to make a final decision. Decision making by vote is a last resort. The CSS is committed to identifying issues and addressing conflict early to ensure they are resolved in a constructive fashion.

In the case of performance issues of a Partner, the Co-Chairs will strive to work closely with the Partner to problem-solve or identify a path to resolving the issues. First, the Co-Chairs, Program Manager, and Partner will hold a one-on-one call to identify issues. If concerns continue, a second call will be scheduled with the Steering Committee and a written action plan will be developed by the Co-Chairs to identify next steps and a corrective path, including a detailed timeline to resolve performance issues. If issues persist beyond the identified timeline, then the full CSS will meet to discuss a path towards resolution.

C. At the conclusion of the CRC Grant, the CSS may decide to dissolve with a two-thirds vote. The CSS may also cease to operate, given a lack of funding or initiative amongst the members.

Meeting Procedures and Process Evaluation

A. Regular CSS meetings will be open to the public and will be publicized through the Partners existing audience, membership meetings, and other outreach activities. The CSS will meet at least quarterly. Special meetings (in addition to quarterly meetings) may be called as needed. In-person meetings will be held at a location within the Project Area (likely the CRCs once construction is complete) that is ADA accessible and convenient for members and partners, with a livestream video option for public to attend remotely. Meeting times will be at a time that is convenient for community resident

attendance. Translation services may be accommodated as needed for the public. Meetings will be facilitated by the Co-Chairs and the agenda will be developed by the Co-Chairs in coordination with the Program Manager. The topics for meetings include general coordination, identification of issues, upcoming outreach, critical decision-making, and other updates. There will be designated time on the agenda for public comment. Written public comment cards from CRC locations will also be reviewed and taken into consideration during the agenda formation. The Co-Chairs and Program Manager will coordinate the development of the agenda, including collecting agenda topics from the project team, developing, and sending the agenda at least three days in advance of the meeting. The agenda will be accessible to the public via digitally and/or print. A meeting schedule will be posted to inform the community of upcoming meetings. The Program Manager will track meeting participation.

- B. Partners will coordinate recording meeting minutes and will work with the Program Manager and Co-Chairs to prepare meeting materials relevant to their corresponding project updates.
- C. During its regular meetings, the CSS will review the output of each project to ensure that the deliverables of the CRC grant are being met. The CSS will also check project activities and milestones to measure progress of each project, and, if necessary, make recommendations on how to keep projects on track.

Community Involvement in the Decision-Making

- A. Community involvement in the decision-making process is based on the Partners' approach to engaging their audience and other residents of Western Nevada County, including tenants and small businesses. Strategies may be employed to reach homeless individuals, low-income populations, and others impacted by the digital divide.
- B. Community outreach will include early involvement and regular updates on project progress. This outreach will take place in a variety of settings using various methods, but updates will be provided during the regularly scheduled meetings, and events. If there are project elements that need additional feedback during the project development, community meetings will be scheduled and held at a time that is convenient for a wide range of people. Ongoing feedback will be solicited using surveys and comment cards.
- C. Outreach for those meetings will take place using a mix of strategies including flyers, social media, and email.

Procedures to Change, Add, or Remove Partners

- A. If a Partner would like to invite a new member organization to implement complementary projects with leverage funding, they will bring information, including partner background and an outline of proposed roles and responsibilities, to the CSS meeting. The CSS will discuss and agree on the prospective new member at that time. A prospective new member will be discussed and confirmed by a majority vote during a regularly scheduled CSS meeting.
- B. If a partner is no longer able to participate in the CRC grant, a discussion related to their participation will be brought to the next meeting and the CSS will evaluate their removal

using objective criteria, including the Partners performance to date on their related CRC grant project(s). If a Partner decides due to extenuating conditions that they need to leave the CRC grant, they will provide a minimum of sixty days' notice and will actively participate in identifying a replacement organization and planning for their departure. The replacement organization should have proven ability to carry out the Partner's project(s) and deliverables.

C. If a Resident Representative is removed, the CSS will follow the outreach and selection process established to select a replacement Resident Representative within sixty days.

4. Legal and Financial Considerations

The County of Nevada will maintain legal, fiscal, and fiduciary responsibilities, including managing grant funds in accordance with SGC regulations, policies, and guidelines. The County of Nevada is responsible for the development and submission of all reports to CRC Program staff and additional funding agencies, bookkeeping, accounting, and grant compliance services.

Legal Relationship

- A. Independent Identities. The Grantee, and each Partner will retain their own independent legal identities. Their performance in the Collaborative Stakeholder Structure represents a non-binding partnership. Each party remains responsible for their own activities and for the performance of their own commitments.
- B. Nonperformance. The Collaborative Stakeholder Structure may terminate a Partner(s) for nonperformance of deliverables with 30 days written notice.
- C. Conflict of Interest. No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or County who is authorized in such capacity and on behalf of County who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
- D. Dispute Resolution. If a dispute, controversy, or claim arises between the partners in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Partners, the Partners shall promptly notify one another of the dispute in writing. Following the first receipt by a party of such written notice the Partners shall attempt to resolve the dispute amicably by mutual discussion within fifteen (15) days. Failure to reach a resolution shall be settled through the adjudicating officer appointed under the Act.

Financial Relationship

The Grantee will serve as the grant recipient and will be the sole direct recipient of any and all grant funds. Each Partner will request funds through the submission of an invoice. Each Partner shall submit an itemized Schedule of Values, with a breakdown of deliverables and associated cost value for each numbered task, approved by the Grantee within 6 months of grant acceptance or prior to payment of the first invoice, whichever occurs first.

A. Invoices:

- 1. Each Partner shall submit to the County of Nevada invoices on at least a quarterly basis but no more than bi-monthly, delineating all costs by Task # and Item as specified in the project budget. If no invoice is needed for the quarter, the County of Nevada must be notified by email.
- 2. Applicable back-up documentation associated with the invoice shall include receipts for all materials and supplies, all staff-time shown by number of hours worked and hourly rate, timesheets (as applicable), and invoices for all contractor or subcontractor services.
- 3. Invoices shall be accompanied by a Written Report-Outs covering the time period of the expenditures describing the work completed by Task # and Item, with photos (as applicable), not to exceed two pages.
- 4. County of Nevada will review submitted Invoices and Written Report-Outs within seven business days of receipt. Should errors be found in excess of five errors, County of Nevada will halt review and return the report for revision. The County of Nevada will have seven business days to review revised submissions.
- 5. The County of Nevada will distribute grant funds for approved invoices, which are payable within 30 days of the approved invoice.
- B. Invoice Back-Up Documentation Detailed Requirements:
 - 1. Receipts and/or invoices for supplies, venue rentals, etc. are required.
 - 2. Itemized invoices for any sub-contractors are required.
 - 3. Itemized invoices for equipment contracts are required.
 - 4. For personnel and benefits costs incurred, back-up documentation should include staff member, hourly rate, and corresponding Task referenced in the deliverables.
 - 5. For personnel and benefits costs incurred, back-up documentation should include timecard reports.
 - 6. The word "invoice" shall appear at the top of the page for all back-up documentation.
 - 7. Invoices shall include contractor information including name and address.

- 8. Invoices shall include date of submission and a unique invoice number. In the event of a re-submitted invoice, the invoice number shall remain the same as the original invoice which was not approved.
- 9. The project tracking title of "Revitalizing Western Nevada County Veterans' Halls" shall appear on all invoices.
- 10. Invoices shall denote the Task(s)# and Item referenced in the Schedule of Values under which the expenditure was incurred.
- 11. Invoices shall include dates or time period during which the invoiced costs were incurred; where applicable invoices should include expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.).

Payment will be withheld if reporting requirements are not met and/or sufficient back-up documentation is not submitted with invoices. Payment will resume upon approved submissions.

Partner(s) shall provide a copy of its audited financial statement and most recent IRS 990 form to County by June 30th of each year.

Unless otherwise agreed to by County of Nevada, all payments owed by County of Nevada to Partner(s) under this Contract shall be made by Automated Clearing House (ACH). In the event County of Nevada is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

C. Submit all invoices to:

Nevada County:

Information and General Services Admin

Address:

950 Maidu Ave

City, St, Zip

Nevada City, CA 95959

Attn:

IGS Admin

Email:

Elise.Strickler@nevadacountyca.gov and

IGSAdmin@nevadacountyca.gov

Phone:

(530) 265-1238

The Grantee and each Partner shall have equal standing and collective accountability for implementing grant program requirements within the Collaborative Stakeholder Structure. The County does not assume liability for any third-party claims for damages arising out of this Agreement and each Partner does not assume liability to SGC for damages arising out of this Agreement.

When purchasing supplies and equipment or contracting for construction and other services, Grantees and their Partners must follow their own established procurement policies and procedures as their primary process, with the exception that it must follow

the standards established in this SGC's Procurement Guidelines where it conflicts with its own local requirements. In cases were a Grantee or Partner lacks written procurement policies, SGC's Procurement Guidelines, as outlines in the Grant Agreement and Grant Management Manual, must be followed unless explicit written approval has been granted by SGC.

D. Subcontractor Procurement Process:

The Partners are responsible for identifying and hiring their own subcontractors.
 The Partners will use the procurement process identified by the Strategic Growth Council (SCG) as part of the CRC grant administration guidelines. The Partners are responsible for providing documentation of their procurement process to the Co-Chairs prior to contracting with and being reimbursed for work completed by the subcontractor.

5. Equal Opportunity

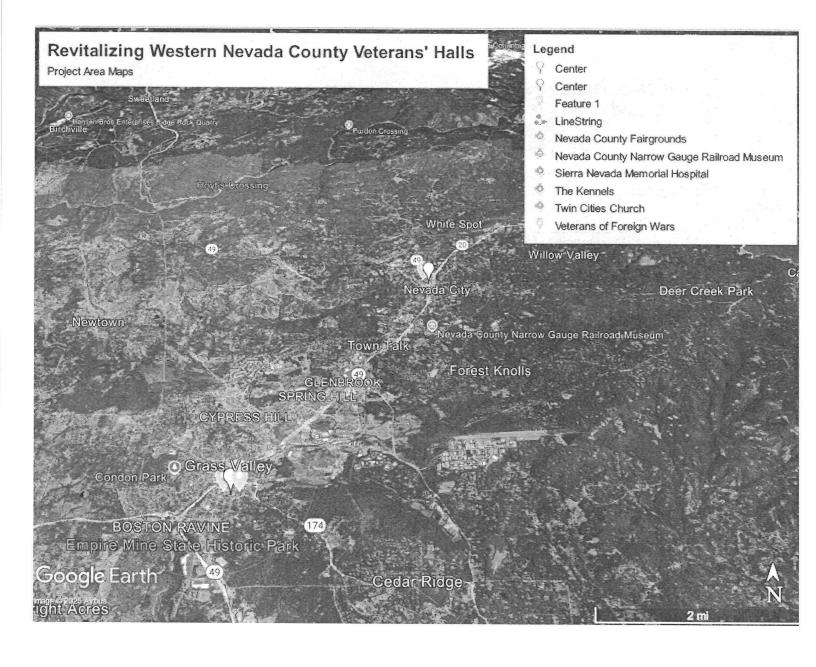
The Grantee and Partners are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status. The Grantee and Partners will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. The Grantee will take prompt and effective remedial action upon discovery of such conduct.

6. Miscellaneous Provisions

This Agreement may be revised during Post-Award Consultation or upon written agreement of the Partners to comply with all administrative, statutory, and CRC Program requirements. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The Partners shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

IN WITNESS, WHEREOF, the parties hereto, 2025.	have executed this Partnership Agreement
Grantee: Nevada County	
Signature Justin Drinkwater, Director of Facilities, Inform	Date
Justin Drinkwater, Director of Facilities, Inform	nation and General Services Agency
Approved as to Form – County Counsel	
Signature	_ Date
Print name/Title:	
PARTNERS: FREED Center for Independent Living	
Signature	_ Date
Carly Pacheco, Executive Director, FREED C	Center for Independent Living
Gold Country Senior Services	
Signature	_ Date
Leslie Lovejoy, Executive Director, Gold Cour	ntry Senior Services
Interfaith Food Ministry of Nevada County	
Signature	_ Date
Phil Alonso, Executive Director, Interfaith Foo	od Ministry of Nevada County

on



Grant Number: SGC24112, County of Nevada

Table of Contents

Tab	le of Contents	1
Exhi	ibit A, Scope of Work	4
1.	Key Terms and Definitions	
2.	Community Resilience Centers Program Background	
3.	CRC Implementation Grants	
4.	Project	
5.	Grant Term	
6.	Authorized Signatories	9
7.	Project Representatives	
8.	Independent Grantee	
9.	Subcontractors	
10.	No Third-Party Beneficiaries	11
11.	Assignment	
12.	Approval	
13.	Incorporation	11
14.	Modifications and Amendments	11
15.	Grantee Responsibilities	14
16.	Insurance Requirements	
17.	Non-Discrimination Clause	
18.	Conditions for Beginning Work	17
19.	Timeliness	20
20.	Project Monitoring and Oversight	20
21.	Implementation Program Evaluation	
22.	Performance	21
23.	Procurement	22
24.	Self-Dealing and Arm's Length Transactions	24
25.	Equipment	24
26.	Computer Software	26
27.	Vehicles	26
28.	Infrastructure	27
29.	CRC Facility Function and Feature Requirements	28
30.	Emergency Planning and Coordination	30

Grant Number: SGC24112, County of Nevada

31.	Ownership of Deliverables	31
32.	Payment	31
33.	Payee Data Record Form - STD 204	33
34.	Invoicing	33
35.	Travel Reimbursement	36
36.	Leveraged Funds	37
37.	Revenue	37
38.	Reporting Requirements	37
39.	Document Submission	38
40.	Records Management and Retention	39
41.	Personally Identifiable Information (PII)	39
42.	Audit	40
43.	Dispute Resolution	41
44.	Stop Work	42
45.	Health Impacts	42
46.	Termination	42
47.	CRC Grant Publicity Guidelines	43
48.	Right to Publish	44
49.	Copyrights	45
50.	Indemnification	46
51.	Waiver of Rights	46
52.	Force Majeure	46
53.	Compliance with Laws and Regulations	47
54.	Americans with Disabilities Act	47
55.	Drug-Free Workplace Certification	47
56.	Air/Water Pollution Violation Certification	48
57.	Environmental Justice	48
58.	Union Organizing	48
59.	Prevailing Wage	49
60.	Recycled Contents Products	49
61.	Relocation	50
62.	Expatriate Corporations	50
63.	Corporation Qualified to do Business in California	50
64.	Certificate of Compliance with Russia Sanctions	. 50

Grant Number: SGC24112, County of Nevada

65.	Governing Law and Venue	. 50
	Unenforceable Provision	
67.	Budget Contingency Clause	. 51
	Recovery of Funds	
69.	Terms that Survive Grant Agreement	. 51
	bit B, Work Plan and Budget	
Exhi	bit C, Attachments	63
	bit D, CRC Award Letter	
Exhi	bit E, CRC Grantee Publicity Guidelines	77
Exhi	bit F, Equipment Inventory Record	80
Exhi	bit G, Certificate of Compliance with Russia Sanctions	81
Exhi	bit H, CRC Implementation Grant Awardee Readiness Checklist	86
Exhi	bit I, CRC Grant Term Requirements Summary	89
Exhi	bit J, Partnership Agreement	93
Exhi	bit K, Special Conditions	94
	Updated Facility Condition Assessment	

Grant Number: SGC24112, County of Nevada

Exhibit A, Scope of Work

1. Key Terms and Definitions

A. "Activate"

For CRC program, "activate" refers to the mobilization of CRC facilities, services and programs, emergency plans, and/or personnel needed to respond for an emergency event. This is distinct from "blue sky" conditions or year-round services and programs. Activation details will vary based on specific facility capabilities, the type of emergency, and needs of the local community and priority populations.

B. "Advance Payment"

Any payment made to a contractor before work has been performed or goods have been delivered. Advance payments are permitted only if authorized by statute.

C. "Application or Proposal"

Submittal comprised of responses and supporting documents to apply for the Community Resilience Centers (CRC) Implementation Grant.

D. "Campus Amenities"

Activities related to construction or improvements to amenities at or based in the CRC Facility that strengthen the local community's resilience to climate and other disasters, such as a microgrid or shade trees located on site at the resilience center. Campus Amenities include the components of a building or location that are beneficial to facility users and/or the surrounding community. CRC campus amenities must:

- i. Be on the same parcel as the resilience center or an adjoining parcel of a Community Resilience Center, OR
- ii. Be within a one-mile radius of the Community Resilience Center and be along a route that is accessible to pedestrians and individuals using wheelchairs or other mobility devices, or accessible by vehicle, by the end of the grant term.

E. "Community Resilience Services and Programs"

Services and programs that operate out of the CRC Facility that build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public.

F. "Capital Projects"

Construction or retrofit of the CRC facility or campus amenities.

G. "Core Components"

The CRC model is intentionally flexible to account for the vast spectrum of communities across California. Core components, however, include the following:

Grant Number: SGC24112, County of Nevada

- Multi-stakeholder partnerships
- ii. Robust, meaningful, and culturally appropriate community engagement throughout all phases (design, application, implementation, and evaluation)
- iii. Physical infrastructure investments to the CRC Facility (new construction and/or retrofits)
- iv. CRC Campus Amenities, like transportation to the CRC and community gardens
- v. Social infrastructure investments in services and programs, to ensure ongoing year-round usage of the CRC and strengthening of local community resilience

H. "CRC"

The Community Resilience Center (CRC) Program of the California Strategic Growth Council.

I. "CRC Emergency Plan"

Plan outlining processes and procedures that will take place at the CRC Facility during emergencies. Includes mobility, emergency communications, coordination, and agreements. Draft required in Implementation Grant proposal; final due by end of grant term.

J. "CRC Facility"

Facility serving as Community Resilience Center. Campus Amenities and community resilience services and programs must be connected to and based out of the CRC Facility, respectively.

K. "CRC Program Guidelines"

CRC Round 1 Program Guidelines amended on December 14, 2023.

L. "CRC Project"

Projects that will be implemented with CRC grant funds through this Grant Agreement, and that are compliant with Exhibit B, Work Plan and Budget and the <u>CRC Program</u> Guidelines.

M. "CRC Project Components"

Components included in the CRC Project, as described in **Error! Reference source not found.** and therefore subject to this Grant Agreement.

N. "CRC Year-Round Community Resilience Plan"

Plan outlining services and programs operating out of the CRC year-round to ensure ongoing usage of the CRC. Draft required in Implementation Grant proposal; final due by end of grant term.

O. "Direct Costs"

Grant Number: SGC24112, County of Nevada

Costs directly tied to the implementation of the Community Resilience Centers grant, including, but not limited to personnel costs, subcontracts, equipment costs, travel expenses, etc.

P. "Grant Agreement"

Refers to this Implementation Grant Agreement and all attachments and appendices.

Q. "Grant Term"

Implementation Grant terms are five (5) years: a four (4) year Project Completion Period, followed by a Performance Period of up to one (1) year, during which Project outcomes will be monitored and grant close-out activities will conclude.

R. "Indirect Costs"

Expenses of doing business that is of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization.

S. "Implementation Grant"

Funding for Community Resilience Centers, including construction and retrofit of CRC Facility, Campus Amenities, and services and programs.

T. "Leveraged Funds"

Funding from non-CRC sources which supports activities that are integrated into the overall CRC Proposal.

U. "Partnership Agreement"

A CRC Partnership Agreement is an agreement between two (2) or more parties that is not legally binding and outlines the responsibilities of each of the parties to the agreement. This must be signed by all members of the Collaborative Stakeholder Structure.

V. "Performance Period"

Up to one (1) year following Project Completion Period to monitor project outcomes and indicators. This period is only applicable for Implementation Grants.

W. "Pre-development Activities"

Include, but are not limited to, community engagement; feasibility studies; market analysis; environmental assessments, surveys, and remediation; site acquisition; site and development plans; project designs; permitting; financial planning (e.g., preliminary budget and construction financing).

X. "Project Area"

All CRC Implementation Grant Applicants are required to define a Project Area. The Project Area must encompass the CRC Facility, Campus Amenities connected to the CRC Facility, and community resilience services and programs based out of the CRC Facility.

Y. "Project Completion Period"

Grant Number: SGC24112, County of Nevada

The time during which all grant-funded projects must be completed. This period is four (4) years from grant execution for Implementation Grant.

Z. "Project Site Analysis"

Prior to implementing relevant project components, Grantees must conduct a project site analysis demonstrating the road capacity around the proposed CRC Project Site, a land-use analysis for compatibility or an existing planning document that identifies the potential sites for these uses such as a community-specific plan, and consultation with emergency service providers about site location (especially for emergency ingress and egress).

AA. "Rural Communities"

A rural community as defined by Health and Safety Code 50199.21.

BB. "Shelter"

A disaster-relief location that provides a roof overhead, food, water, sanitation, and support to residents in maintaining their basic living needs until they can return home. Shelters will not duplicate residents' usual standards of living whether or not they have disabilities or access and functional needs. Shelters can be identified as primary or secondary shelters, depending on accessibility.

CC. Entities involved in the grant implementation process:

- "Co-Applicant": Entities other than the lead Applicant that enter into a Partnership with other organizations to apply for an Implementation Grant.
- ii. **"Fiscal Agent":** A legal entity with legal authority, history, and capacity to administer state funds. A Fiscal Agent can make disbursements on behalf of the Grantee.
- iii. "Grantee": Designated Lead Applicant that has an agreement for grant funding with the State.
- iv. "Lead Entity": The Lead Applicant or Co-Applicant responsible for leading the implementation of a specific portion of the CRC Project.
- v. "Lead Agency": For the purposes of California Environmental Quality Act (CEQA) requirements outlined in Section 18(B), the term Lead Agency refers to the local administrative approving entity.
- vi. "LCI": Governor's Office of Land Use and Climate Innovation, as of July 1, 2024, is the new name for the Governor's Office of Planning and Research.
- vii. "OPR": Office of Planning and Research, now known as the Governor's Office of Land Use and Climate Innovation.
- viii. "Parties": SGC and Grantee, collectively.
- ix. "Partners": Entities other than the Grantee that enter into a Partnership Agreement with the Grantee and other organizations to implement Community Resilience Centers grant activities. Referred to as "Co-Applicants" during the application stage.
- x. "SGC": The California Strategic Growth Council.

Grant Number: SGC24112, County of Nevada

- xi. **"SGC Grant Manager":** Day-to-day point of contact during the grant term.
- xii. "State": Any state agency with an oversight role over the funding or CRC Project.
- xiii. **"Subcontractors":** Third-party entities procured by either Grantee or a Partner.

2. Community Resilience Centers Program Background

The Community Resilience Centers (CRC) Program ("CRC Program") is part of the State's Climate Budget Package, which totaled over \$15 billion to tackle wildfire and drought challenges, build more resilient communities, promote sustainable agriculture, and advance a nation-leading climate agenda. Senate Bill (SB) 155 (Committee on Budget and Fiscal Review, Chapter 258, Statutes of 2021) created the SGC's CRC program with "funding...for the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change." Enabling statute names specific functions for resilience centers, including: hydration stations, cooling centers, clean air centers, respite centers, and community evacuation and emergency response centers. The FY22-23 budget allocated \$110 million to the CRC Program from the General Fund's Climate budget. A total of \$98.6 million was available for the CRC Program's Funding Round 1 (FY 22-23). Chapter 574 (A.B. 211, Statutes of 2022), signed by the Governor in late September 2022, created additional program requirements that Staff have since incorporated into the Round 1 Guidelines.

3. CRC Implementation Grants

The purpose of CRC Implementation Grants is to provide funds for new construction and upgrades of facilities to serve as Community Resilience Centers, as well as services and programs that build overall community resilience. CRC Implementation Grants have the following objectives:

- i. Offer multi-benefit physical community-serving spaces, resilient to current and future climate hazards.
- ii. Provide integrated delivery of essential services and programming to local communities during and following disasters, emergencies, and disruption events, as well as year-round to address ongoing community needs and build community cohesion.
- iii. Integrate physical infrastructure projects with social infrastructure, through community-driven partnerships and programming to increase climate resilience, expand economic opportunities, and reduce health, environmental, and social inequities.
- iv. Leverage and build a skilled, diversified, and trained workforce and promote local workforce development and training opportunities, with a focus on preparing community members for healthy, safe, and

Grant Number: SGC24112, County of Nevada

- sustaining high-quality career pathway jobs in a future net zero carbon economy that are resilient to current and future climate change impacts.
- v. Build, strengthen, and sustain local leadership and grassroots engagement in civic and community development, and climate resilience awareness and activities.

The CRC Program is administered by the California Strategic Growth Council (SGC). The Grant Agreement will be executed between the Grantee and the SGC; the Grantee will work with the SGC during grant implementation.

The Grantee and the SGC are collectively referred to as "Parties." "Co-Applicants" identified in the CRC application are referred to as "Partners," but are not parties to this Grant Agreement.

4. Project

The SGC released the final <u>CRC Program Guidelines</u> for this Grant Agreement on July 27, 2023, and amended guidelines on December 14, 2023. In accordance with the Program Guidelines, Grantee applied and on April 24, 2024, the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the <u>Award Letter</u> (Exhibit D, CRC Award Letter). This will be referred to as the "Project" throughout

5. Grant Term

The grant term will commence on the date that both Parties have signed the Grant Agreement. The SGC will notify Grantee when work may begin in accordance with the requirements outlined in Section 17 of the Grant Agreement. The grant term will consist of a four (4) year project completion period followed by a r performance period of up to one (1) year, during which Project outcomes will be monitored and grant close-out activities will conclude. All work must be completed within four (4) years of executing the Grant Agreement, with the option to extend on a case-by-case basis.

This Grant Agreement shall terminate upon completion of the project or at the end of the grant term, but no later than payment of the last project invoice. Grantee's obligations under this Grant Agreement will only be discharged once all terms of this Grant Agreement are fulfilled.

6. Authorized Signatories

The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the SGC.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the <u>Authorized Signatory Form</u> (Exhibit C, Attachments).

Grant Number: SGC24112, County of Nevada

Grantee must keep the Authorized Signatory Form up to date. Within seven (7) working days of any change to the Authorized Signatory or to the Delegated Authorized Signatory, Grantee shall notify the SGC Grant Manager in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

If the Authorized Signatory or designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Delegated Authorized Signatory are funded through this Grant Agreement, Grantee must designate a different individual to sign the invoices.

7. Project Representatives

The project representatives are the primary contacts for the SGC and Grantee. The SGC and Grantee must keep the <u>Project Representatives Form</u> (Exhibit C, Attachments, Attachment 2: Project Representatives Form) up to date. Any changes to the Project Representatives by either Grantee or the SGC shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

The SGC Grant Manager will function as the project representative for the SGC. Unless otherwise stated within this Grant Agreement, all correspondence and documents will be sent to the SGC Grant Manager as described in Section 39 Document Submission.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the SGC.

9. Subcontractors

A. Contractual Relationship

- i. The SGC's contractual relationship is with Grantee, and not any of its Partners or Subcontractors. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the <u>Budget Detail Worksheet</u> (Exhibit B, Work Plan and Budget) and will comply with all applicable laws and requirements for subcontracts that arise out of or in connection with this Grant Agreement.
- ii. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Grant Number: SGC24112, County of Nevada

- iii. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the SGC and any Partners or Subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder.
- iv. Grantee agrees to be as fully responsible to the SGC for the acts and omissions of Partners and Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee.
- v. Grantee's obligation to pay Partners and Subcontractors is an independent obligation from the SGC's obligation to make payments to Grantee. As a result, the SGC shall have no obligation to pay or to enforce the payment of any moneys to any Partner or Subcontractor.

10. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement, including Partners or Subcontractors.

11. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the SGC in the form of an amendment.

12. Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained. Costs incurred or expended prior to execution of the Grant Agreement will not be reimbursed.

13. Incorporation

The performance of this grant must be conducted in accordance with this Grant Agreement and the <u>CRC Program Guidelines</u>, as well as enabling legislation for the CRC Program. The CRC Program Guidelines and all the attachments to this Grant Agreement are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.

14. Modifications and Amendments

Any modification or amendment of the terms of this Grant Agreement must be within the intent of the CRC Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the CRC Program will not be approved because of the competitive nature of the process that resulted in the award of this Grant

Grant Number: SGC24112, County of Nevada

Agreement. Modification and amendment requests will be considered at the sole discretion of the SGC. All requests will be determined to be either a modification or an amendment on a case-by-case basis by the SGC in a manner consistent with this section.

A. Modifications

Modifications are minor changes to Exhibit B, Work Plan and Budget, as defined below. They require a formal, written request be submitted to and approved by the SGC Grant Manager. Modification requests must be submitted in writing to SGC at least thirty (30) calendar days prior to when the modification is needed.

Examples of actions that require a modification include but are not limited to changes in the Work Plan, Budget, Deliverables, Tasks, Subtasks, or Grantee's Authorized Signatories and Subcontractors as described below.

i. Work Plan and Budget Detail

Grantee must keep the Work Plan and Budget Detail Worksheet (Exhibit B, Work Plan and Budget) up to date. For substantive changes to the Work Plan or Budget which are not considered modifications, please see Subsection B.

ii. Changes to Budget

Changes of up to five percent (5%) of the total budget or \$100,000, whichever is less, may be shifted between tasks. Changes shall be made by providing a written request to the SGC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the SGC Grant Manager.

iii. Changes to Deliverables and Tasks

Changes to deliverable due dates within the grant term and minor changes to task/subtask descriptions shall be made by providing a written request to the SGC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the SGC Grant Manager. Task and subtask descriptions are the details regarding methods used to achieve deliverables.

iv. Grantee's Authorized Signatories and Subcontractors

Grantee must keep Authorized Signatory Form up to date. Within seven (7) working days of any change to the Authorized Signatory or to the Delegated Authorized Signatory, Grantee shall notify the SGC Grant Manager in writing of the change in accordance with Section 6 of this Grant Agreement.

v. Material Changes

Material changes to the Work Plan and Budget or Grant Term that are not considered modifications shall follow the amendment process, described in Subsection B of this Grant Agreement.

B. Amendments

Amendments are material changes to the Grant Agreement. Any material change to this Grant Agreement requires an amendment, with the exception of the modifications

Grant Number: SGC24112, County of Nevada

detailed above in Section 14(A) Modifications. No change to this Grant Agreement shall be valid unless made in accordance with this section. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

Examples of actions that require an amendment include but are not limited to material changes in the Work Plan and Budget as outlined below. Changes to the Work Plan and Budget Detail Worksheet require an amendment if they involve one or more of the following alterations:

- i. Budget shifts of more than five percent (5%) of the total grant budget or \$100,000, whichever is less, between tasks
- ii. Elimination or alteration of tasks or deliverables
- iii. Elimination or change in Partners or terms in the CRC Partnership Agreement
- iv. Change to the Grant term
- v. Other substantive change requests not listed

C. Process for Modification and Amendment Requests

Except as otherwise specified, Grantee must request and obtain prior written approval by the SGC Grant Manager before any change (modification or amendment) to this Grant Agreement is valid.

i. Timeline

The SGC will only process modification or amendment requests once per grant year, unless mission critical changes are needed. As each request may take time and correspondence to review and resolve, there will be dedicated windows of time for request submission, review, and processing of requests according to the following timeline:

- Submit Requests: July November
- Review and Correspondence: July December
- Final Processing and Execution: November January

ii. Requirements

Requests for modifications or amendments must be made during the timeline noted above and must meet the following requirements:

- Be submitted in writing on official letterhead and signed by the Authorized Signatory or designee on file with the SGC.
- Explain the purpose of the request, how the request is consistent
 with the CRC Guidelines and intent of the CRC Program, and the
 effect of not approving the request.
- Include supporting documentation to validate the request.
- Be submitted to the SGC Grant Manager at least sixty (60)
 calendar days prior to when the amendment is needed (or 30
 days for modifications). New amendment requests from Grantee

Grant Number: SGC24112, County of Nevada

will not be considered less than three (3) months prior to the end of the Project Completion Period.

- Use the Amendment and Modification Request Form which includes the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
- Include a copy of the document(s) requested for amendment that shows the requested changes.

iii. Review

The SGC Grant Manager will make reasonable efforts to review and respond in writing to complete modification and amendment requests within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision. The SGC's response to Grantee may include additional questions, and the SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC may consider requests for expedited review.

iv. SGC Approval

If SGC approves a modification request, the modification may take effect immediately. For amendment requests, the SGC Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. If the SGC approves the amendment request, the SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible. The amendment will not be in effect until both Parties have signed the Grant Agreement amendment.

If the SGC rejects the amendment request in writing, Grantee may file a Dispute pursuant to Section 41 of this Grant Agreement.

15. Grantee Responsibilities

The SGC Grant Manager will notify Grantee when work may proceed. Grantee is responsible for the following:

A. Use of Grant Funds

Using grant funds only as intended for the Project.

B. Completion of Work

Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the <u>Work Plan</u> (Exhibit B, Work Plan and Budget), unless otherwise agreed to by all parties through the amendment process described in Sections 14 Modifications and Amendments.

C. Invoice Submission

Grant Number: SGC24112, County of Nevada

Submitting invoices for reimbursement using the <u>Invoice Template</u> in Exhibit C, Attachments (Attachment 4), including any supporting documents. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to Grantee.

D. Advance Pay

Submitting appropriate Advance Pay documentation, if utilizing Advance Pay, as set forth in Section 32. Advance Pay requests and documentation shall be consistent with the practice and policies of the SGC, and programmatic requirements will be communicated to Grantee.

E. Final Report Submission

Submitting a final report with the last invoice, using the <u>Final Report Template</u> in Exhibit C, Attachments, Attachment 3: Final Report Form and Instructions.

F. Compliance

Complying with all terms and conditions of this Grant Agreement, including all incorporated documents. Complying with all statutes, rules, and regulations applicable to this Grant Agreement.

G. Project Records

Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Section 40 Records Management and Retention and providing all required documents during an audit, as specified in Section 42 Audit.

16. Insurance Requirements

A. Governmental Organizations

Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.

B. Non-governmental Organizations

If Grantee is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the insurance requirements contained in this subsection apply.

Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:

i. Workers' Compensation Insurance: Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

Grant Number: SGC24112, County of Nevada

- ii. **Commercial General Liability Insurance**: Commercial General Liability Insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- iii. **Motor Vehicle Liability**: Motor vehicle liability with limits not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.

C. Additional Insured Parties

Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.

D. Certificate of Insurance

Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the SGC Grant Manager within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

E. Policy Cancellation

Grantee must notify the SGC Grant Manager prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

F. Partners and Subcontractors

Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners and/or Subcontractors.

17. Non-Discrimination Clause

A. Non-Discrimination

During the performance of this Grant Agreement, Grantee and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status.

Grantee and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Grant Number: SGC24112, County of Nevada

Grantee and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f)) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Div. 4.1, Ch. 5,). Those regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

B. Written Notice

Grantee and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

C. Inclusion in Subcontracts

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

18. Conditions for Beginning Work

A. Project Readiness

Readiness requirements for Implementation Grants ensure that proposed infrastructure components can be constructed within the grant term. Please see the list of readiness requirements in the subsections below and in Exhibit H, CRC Implementation Grant Awardee Readiness Checklist. Grant term requirements are the requirements set by the program to be completed during the grant term. Please see the list of grant term requirements in the subsections below and in Exhibit I, CRC Grant Term Requirements Summary.

Readiness requirements must be complete prior to beginning project implementation, unless otherwise specified in the subsections below. The SGC has sole discretion to determine when the Grantee has demonstrated readiness for each Project.

In some cases, where project readiness documents have been submitted to the SGC but require additional updates to meet the below requirements and move the project forward, SGC may, at its sole discretion, use **Error! Reference source not found.** to clarify items that require updating and the special conditions related to those items.

B. General Requirements

Upon grant execution and demonstration of Project readiness in compliance with CRC Program Guidelines and the CRC Grants Management Manual, Grantee may begin work on all planning, pre-development, community engagement, and community resilience service and program activities. Grantee or Partner costs associated with project management, or the Collaborative Stakeholder Structure may also be spent upon grant execution. Project readiness requirements include the following:

i. **Permits:** Grantee must complete a permitting plan in alignment with the CRC Program Guidelines prior to Project implementation. All permits

Grant Number: SGC24112, County of Nevada

required to implement project components must be obtained within the grant term but must be obtained prior to implementing relevant Project components.

- ii. **Site Control**: Prior to Project implementation, Grantees who are establishing or expanding facilities must demonstrate site control in alignment with the CRC Program Guidelines and CRC Grant Management Manual.
- iii. **Facility Condition Assessment:** If relevant to the Project, Grantee must complete a Facility Condition Assessment in alignment with CRC Program Guidelines prior to Project implementation and grant execution.
- iv. Operations and Maintenance Plan: Grantee must have an Operations and Maintenance Plan in place prior to Project implementation. Within the grant term, Grantees must update and finalize their Operations and Maintenance Plans, detailing indebtedness for all properties included in the CRC Project in alignment with CRC Program Guidelines.
- v. **Additional Requirements:** The State may request additional documentation to assess site readiness and Project feasibility.

C. Capital Project Requirements

For capital projects that will be constructed during the Implementation Grant term, Grantees must demonstrate readiness in accordance with all applicable laws and regulations for the Project, as well as the relevant requirements outlined in Section 8.3 Site-Readiness of the <u>CRC Program Guidelines</u> and the CRC Grants Management Manual prior to beginning construction.

These readiness requirements include:

- i. **CEQA:** Documentation of California Environmental Quality Act (CEQA) compliance (see Subsection D below).
- ii. Site Analysis: A current Project Site Analysis, with any updates if relevant.
- iii. **Facility Floor Plan**: A current Facility Floor Plan, with any updates if relevant.
- iv. **Project Schedule:** A Project Schedule that must include project activities and durations and must be broken down in sufficient detail to manage the work.

Readiness will be assessed and approved independently for each individual CRC Project Component. Grantee may only expend direct project costs for each capital project under this Grant Agreement once Grantee receives written notice from the SGC. Please see Subsection E.

D. California Environmental Quality Act (CEQA) Requirements

i. **Compliance:** Grantee is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) if applicable.

Grant Number: SGC24112, County of Nevada

- ii. **Documentation**: Documentation of CEQA compliance must be provided to the SGC within the first year of the grant term to establish capital project readiness prior to Project implementation and before beginning construction. The following documentation is acceptable to demonstrate CEQA compliance:
 - a. Documentation for projects to which CEQA does not apply:
 - A signed letter or similar document from the head of the administrative approving entity (e.g., Planning Director) of the lead agency stating that CEQA does not apply to the Project and the basis for that determination.
 - b. Documentation for projects that are categorically or statutorily exempt:
 - A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA;
 - Other documentation confirming that the project is exempt from CEQA, including but not limited to:
 - (1) A resolution adopted by the legislative body of the lead agency (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
 - (2) A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director) of the lead agency.
 - c. Documentation for all other projects subject to CEQA:
 - A file-stamped Notice of Determination
 - Grantees that are federally recognized tribes with projects taking
 place on tribal lands are not required to comply with CEQA,
 however they must document that they have complied with
 alternative processes or programs the tribe implements to
 evaluate environmental impacts. This can be documented with
 a signed letter or similar document from an authorized
 representative of the tribe stating that the tribe has complied
 with all tribal programs or processes for evaluating environmental
 impacts for the project.
 - Although not required to establish readiness for Project implementation, Grantee must inform the SGC if any legal claims are filed challenging any of the approvals for the Project,

Grant Number: SGC24112, County of Nevada

including CEQA approvals, within 3 business days of service of the complaint.

iii. **Statutes of Limitation:** Grantees must notify SGC when the statutes of limitations have lapsed for each Project, and if any legal challenges arise. If a legal challenge is brought against a Project, SGC has the authority to issue a Stop Work Order.

E. Documentation of Readiness

Grantees are required to provide sufficient evidence of compliance with readiness requirements. The SGC has sole discretion to determine when the Grantee has demonstrated readiness for each Project. In coordination with Grantee, the SGC will document completion of each required readiness component utilizing Exhibit H, CRC Implementation Grant Awardee Readiness Checklist.

When all requirements for beginning project work for capital projects have been met, the SGC Grant Manager will provide notice via email that project work on capital projects may begin. In cases where work on capital projects began prior to the grant term, the Grantee should provide the appropriate readiness documents to the SGC Grant Manager prior to invoicing for any capital project costs.

F. Failure to Meet Readiness Requirements

Projects that do not meet the relevant readiness requirements of the Grant Agreement or <u>CRC Program Guidelines</u> will be deemed to be infeasible and ineligible for reimbursement until appropriate documentation is submitted to the SGC and the SGC has provided written notice to proceed.

19. Timeliness

Time is of the essence in this Grant Agreement. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

20. Project Monitoring and Oversight

A. Monitoring

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement and the requirements of the CRC Grants Manual. Grantee must work with the SGC Grant Manager to accommodate monitoring requests.

B. Access

The Grantee agrees to provide access to project files, project site(s), and records of expenditures to the SGC when requested for the purposes of monitoring and oversight of the CRC project and funding.

C. Project Meetings

Grant Number: SGC24112, County of Nevada

Once the Grant Agreement is executed, the SGC Grant Manager may request a regularly occurring meeting with Grantee's Grant Manager to discuss the CRC Project. The Grantee check-in meeting schedule will align with the invoicing schedule. Partners agree to participate in two (2) full collaborative check-ins each grant year.

D. Site Visits

The SGC retains the right to conduct annual site visits during the grant term. At the SGC's discretion, site visits may occur more frequently.

E. Final Inspection

Grantee agrees that the SGC or designated representative has the right to conduct a final inspection of completed Projects, as determined by the SGC. For construction Projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications.

If Grantee or Lead Entity arranges a final inspection, Grantee must notify the SGC Grant Manager of the inspection date at least ten (10) working days prior to the inspection in order to provide the SGC the opportunity to participate.

21. Implementation Program Evaluation

CRC Implementation Grantees must set aside a minimum of 3% of their total budget for evaluation costs. CRC Implementation Grantees must each work with an SGC-selected third-party independent program Evaluator to provide project-related data. In partnership with SGC staff, the Evaluator will develop a statewide program evaluation framework and work with grantees to identify indicators for tracking and monitoring for their project.

22. Performance

A. Performance

The SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement.

B. Non-Performance

Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses; inability to meet performance requirements or scheduled milestones; failure to complete or failure to make a good faith effort to complete the CRC Project as a whole or any CRC Project Components; failure to adhere to the CRC Partnership Agreement (Exhibit J, Partnership Agreement); and/or failure to comply with the Guidelines or terms and conditions of the Grant Agreement.

i. **Notification**: The SGC will notify Grantee, in writing, if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance. Grantee must respond to a determination of

Grant Number: SGC24112, County of Nevada

non-performance within thirty (30) days either by: a) acting on corrective actions and notifying the SGC of actions taken, or b) disputing the SGC's findings in writing. The SGC, without waiver of other rights or remedies, may require the Grantee to re-perform any actions defined in this Grant Agreement if determined to be not performed in accordance with the Grant Agreement.

- ii. Withholding Payment: The SGC may withhold any payments due to Grantee until the Grantee brings the individual project or CRC Project back into full compliance. Costs and expenses for these actions shall be borne by the applicable Grantee, Partner, or Subcontractor.
- iii. **Stop Work Order**: The SGC has the right to issue a Stop Work Order for an individual project or the CRC Project and suspend payments to the Grantee.
- iv. Failure to Correct: If Grantee fails to correct any non-performance to the SGC's satisfaction, the SGC may elect to terminate the entire Grant Agreement or any part thereof. Grantee may be liable for immediate repayment to the SGC of all amounts disbursed by the SGC under this Grant Agreement for the individual Project or a task within an individual Project as applicable and only if non-performing. The SGC may, at its sole discretion, examine the extent of Grantee compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to the SGC for breach of this Grant Agreement.
- v. **Termination**: Upon termination by the SGC, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

23. Procurement

A. Procurement Standards

Grantees and their Partners must comply with the following standards when purchasing supplies and equipment or contracting for construction and other services.

- i. Separation of Duties: No single person shall have the authority to approve, execute, record, and maintain custody of any resulting assets from the same transaction. If this is not possible due to the limited size of staff or when the process is decentralized, additional safeguards should be implemented.
- ii. **Conflict of Interest**: Maintain a written code of conduct for employees involved in the awarding and administering of contracts that ensures ethical administration and avoids conflicts of interest.
- iii. **Maximize Competition**: To ensure grant funds are spent efficiently and that costs are reasonable, procurement processes should encourage full and open competition whenever feasible.

Grant Number: SGC24112, County of Nevada

- iv. Cost Reasonableness: Grantees must ensure the costs for goods and services purchased with grant funds are reasonable. A cost is considered reasonable if it does not exceed what a prudent person would incur under similar circumstances at the time the decision was made. A cost reasonable analysis must be completed as part of any procurement. The SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements of this Agreement may not be reimbursed by the State.
- v. **Recordkeeping**: Grantees must maintain documentation of their normal procurement policy and competitive bid process, including the use of sole source purchasing, as well as documentation evidencing compliance with prevailing wage requirements, if applicable. Records shall be maintained which are sufficient to track the procurement actions taken.

C. Procurement Methods

Grantees and their Partners should utilize one of the following procurement methods to ensure full and open competition:

- i. **Supply Purchase**: Supply purchases are when purchasing goods, materials, and supplies costing less than \$5,000 per unit with CRC grant funds. Supply purchases may be completed without soliciting quotes if the price is determined to be reasonable based on research, experience, or other information. Documentation of the purchase order/contract and receipt/invoice must be maintained. To maximize competition, supply purchases should be distributed equitably among qualified vendors when practicable.
- ii. **Equipment and Electronics Purchase**: Equipment and electronics purchase procedures apply when utilizing CRC grant funds to purchase equipment, electronics, or goods prone to theft, loss, or misuse. The reasonableness of costs must be verified by soliciting, obtaining, and documenting price rate or quotes from at least two (2) qualified vendors.
- iii. **Professional Services Contract**: Professional service contract procedures apply when utilizing CRC grant funds to pay for professional services. When procuring professional services, a Request for Proposals (RFP) or Statement of Qualifications (SOQ) must be issued and at least two (2) proposals must be solicited, obtained, and documented. Factors other than price may be considered in awarding contracts, however, all evaluation criteria must be established in advance and included in the solicitation. The professional service contract should either be a fixed-price or cost-reimbursement contract with the vendor offering the most advantageous proposal, considering price and other pre-defined criteria. Copies of the RFP/SOQ, solicitation efforts, proposals received, and a completed proposal evaluation must be submitted to the SGC.

Grant Number: SGC24112, County of Nevada

iv. Construction Contract: When utilizing CRC grant funds to pay for construction services, an Invitation for Bids (IFB) or Notice Inviting Bids (NIB) must be formally advertised and at least two (2) proposals must be solicited, obtained, and documented. Price should be the sole determining factor in awarding construction contracts and a fixed-price contract must be used. Copies of the IFB/NIB, proof of publication, solicitation efforts, bids received, and a completed bid evaluation must be submitted to the SGC.

D. Procurement Limitations

Any entity that is revoked, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the CRC Project may not receive a CRC-funded contract or conduct work on any CRC-funded project.

E. Grantee Procurement Policies and Procedures

Grantees and their Partners may follow their own established procurement policies and procedures as their primary process only if they meet these procurement standards and procurement methods.

24. Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Grant Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Grantee or any employee or agent of Grantee.

25. Equipment

A. Purchase

Purchase of equipment using grant funds is allowable only with prior approval by the SGC Grant Manager. Cost of equipment purchased shall be substantiated by purchase receipt.

B. Grant-Funded Equipment

If grant funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is "grant-funded equipment."

C. Ownership

For any equipment purchased or built with funds that are reimbursable as a direct cost of the CRC Project, as determined by the SGC, the Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on the title.

D. Dedicated Use

During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless the SGC agrees otherwise in writing.

Grant Number: SGC24112, County of Nevada

E. Equipment Inventory Record

For the duration of the useful life of each grant-funded equipment, the grantee shall maintain an <u>Equipment Inventory Record</u> (Exhibit F, Equipment Inventory Record) identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The Equipment Inventory Record will be provided by the SGC Grant Manager. The requirements of this section will survive termination of this agreement.

Grantee must maintain an Equipment Inventory Record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS devices, etc.) costing less than \$5,000 must be inventoried. Details on the inventory record are to be provided in the Grant Management Manual.

The Equipment Inventory Record must be updated annually and upon request. See CRC Grant Management Manual, Section XIII, Reporting Requirements, for more information.

F. Equipment Leasing

If equipment is leased, a cost-benefit analysis justifying the decision to lease versus purchase equipment must be provided to the SGC Grant Manager for approval prior to leasing equipment. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.

G. Equipment Rates

Use of equipment by the Grantee may be charged to the grant at a rate set by the <u>California Department of Transportation Labor Surcharge and Equipment Rental Rate</u> <u>Guide</u>. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost (if leased).

H. Assumption of Risk

Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. The SGC may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the SGC, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the SGC with no expense to the State.

I. Theft of Equipment

In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

J. Disposition of Equipment

On completion or early termination of the Grant Agreement, the SGC will either require that the equipment be returned or authorize the continued use of such equipment at or

Grant Number: SGC24112, County of Nevada

around the Project Area; in making that determination, the SGC will consider the useful life of the equipment, and the Grantee may be required to refund the SGC for the fair market value of equipment that continues to have a usable life, but is no longer required for grant implementation. The SGC may, at its discretion, authorize that the equipment be donated to a charitable organization in the community in which the Project Area is located.

K. Changes in Ownership or Use

If the ownership or use of equipment changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

26. Computer Software

Grantee must ensure that the appropriate systems and controls are in place so that funds under this Grant Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

27. Vehicles

A. Ownership

For any vehicles acquired with funds that are reimbursable as a direct cost of the CRC Project, the Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title.

B. Dedicated Use

During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless the SGC agrees otherwise in writing.

C. Maintenance

Vehicles acquired – including, but not limited to, bicycles, cars, buses, vans, rail passenger equipment – must be maintained in a state of good repair and dedicated to the described use during the grant term and to public transportation use for their full useful lives.

D. Vehicles for Public Transit

Vehicles acquired for purposes of public transit must be maintained in a state of good repair and dedicated to that public transportation use for their full useful lives, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation, or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.

Grant Number: SGC24112, County of Nevada

E. Vehicles for General Project Work

Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful lives, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State practices. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the SGC for their fair market value.

F. Changes in Ownership or Use

If the ownership or use of vehicles changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

28. Infrastructure

A. Ownership

For any rights of way, real and personal property, leases, improvements and infrastructure funded as a reimbursable direct cost of the CRC Project, the Grantee, Lead Entity, or an appropriate public agency or Subcontractor, as applicable, must be the sole owner of the title or leasehold.

Grantee, Partner, or Subcontractor, as applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the CRC Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings.

B. Dedicated Use

Each site acquired or improved upon with funding provided under this Grant Agreement must remain dedicated for a minimum of 15 years to the described use in the same proportion and scope as was in the Grant Agreement, unless the SGC agrees otherwise in writing. This includes meeting all requirements as described under Section 28 on CRC Facility Function and Features Requirements. If Grantee becomes aware that the property funded by the SGC grant funding is sold or the use is substantially changed, Grantee shall notify the SGC or its successor in writing within 7 calendar days of becoming aware of this change. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by the SGC.

C. Deed Restrictions

By the end of the second year of the grant term, Grantee must provide the SGC with a recorded deed restriction, Memorandum of Unrecorded Grant Agreement (MOUGA), or Notice of Unrecorded Grant Agreement for each site acquired or improved upon with funding provided under this Grant Agreement. The recorded deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement must demonstrate the site's

Grant Number: SGC24112, County of Nevada

dedicated use as a community-serving facility for a minimum of 15 years after Project implementation is complete.

When directed to do so by the SGC, Grantee further agrees to record a deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement limiting use of property subsequently acquired or improved upon with CRC funds in furtherance of the Project covered by this Grant Agreement in a manner which advances the SCG's CRC Program goals.

D. Capital Projects

Capital Projects owned or operated by public entities must include the public agency on the application or include an executed agreement with that public agency for the completion of the resilience center upgrades for which funding is sought before the grant agreement is signed.

E. Maintenance

Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the CRC Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless the SGC, Grantee, Partner, or Subcontractor (as applicable) agrees otherwise in writing.

Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from the SGC. The CRC Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

F. Changes in Ownership or Use

If the ownership or use of infrastructure changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

29. CRC Facility Function and Feature Requirements

All CRC Projects must involve a physical building. By the end of the CRC Implementation Grant award term, all CRC Facilities must meet all required facility functions and features as outlined in Section 5 of the <u>CRC Program Guidelines</u>.

A. Required Functions

By the end of the grant term, all CRC facilities must:

- i. Be open and accessible to the public and offer Community Resilience Services and Programs year-round to community members.
- ii. Be able to be activated seven (7) days per week for heat waves and other climate emergencies that do not require overnight sheltering; and

Grant Number: SGC24112, County of Nevada

iii. Be able to be activated for overnight-shelter 24/7 during larger-scale climate emergencies OR able to coordinate transport of community members to an identified nearby evacuation shelter.

CRC facilities that will provide overnight-shelter during disasters must additionally demonstrate ability to meet the functions outlined in Section 5.4 of the <u>CRC Program</u> Guidelines.

All proposed CRC Project components will be subject to all applicable local, state and federal codes and regulations necessary to enable their use for the required functions outlined in Section 5.4 of the <u>CRC Program Guidelines</u>.

B. Required Features

By the end of the grant term, all CRCs must have capabilities and features that enable the site to be activated for a range of climate and other emergencies as outlined in Section 5.4 of the CRC Program Guidelines.

C. Rural Communities Modifications Requests

Projects located in rural communities for whom these requirements present a hardship may request modifications, with justification, for asterisked (*) functions or features in Section 5.4 of the CRC Program Guidelines.

In these cases, Grantees must name the asterisked function or feature, provide context for the specific hardship, propose a relevant and feasible modification, and submit a request to SGC staff. Staff will review such requests on a case-by-case basis.

D. Operations and Maintenance Plan

Grantees must update and finalize an operations and maintenance plan, detailing indebtedness for all properties by the end of the grant term.

E. Community Resilience Services and Programs

Services and programs that operate out of the CRC Facility should build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public.

Grantees must offer Community Resilience Services and Programs until the completion of the CRC grant term.

F. Year-Round Community Resilience Plan

Grantee must update and finalize a Year-Round Community Resilience Plan by the end of the grant term as detailed in Section 5.4 of the <u>CRC Program Guidelines</u>. Grantee must ensure that their Year-Round Community Resilience Plan outlines proposed Partners, strategies, and activities to ensure CRCs are used year-round, and not only during emergencies. The plan must be submitted in the format requested by SGC staff. A draft plan should be submitted on an annual basis as an attachment to the required annual report. Final plans must be submitted to SGC alongside the final report by the end of the grant term.

Grant Number: SGC24112, County of Nevada

30. Emergency Planning and Coordination

A. CRC Emergency Plans

Grantees must update and finalize a CRC Emergency Plan by the end of the grant term as detailed in Section 5.4 of the <u>CRC Program Guidelines</u>. Emergency Plans must specifically consider how they will serve priority populations and other vulnerable community members and must include all of the following components:

- i. Emergency communications plan, with a focus on priority populations.
- ii. Energy resilience plan for backup power during emergencies and renewable energy generation.
- iii. Mobility plan to transport community members to and from the CRC Facility, as well as alignment with or connection to identified accessible evacuation routes.
- iv. Description of how Grantees will work with relevant emergency response organizations including, but not limited to: the jurisdiction's Office of Emergency Services, local hospitals or other healthcare providers, utility operators, and social service and volunteer agencies that provide direct service and relief.
- v. Agreements and processes that ensure the CRC will be able to be activated in the case of an emergency (including triggers for emergency situations), processes for activating the center during an emergency, and defined roles and responsibilities of the different organizations involve.

At minimum, Emergency Plans should align with local relevant emergency planning documents including the General Plan Safety Element, Local Hazard Mitigation Plan, and/or County Emergency Operations Plan.

Plans must be submitted in the format requested by SGC staff. Draft plans should be submitted on an annual basis as an attachment to the required annual report. Final plans must be submitted to SGC alongside the Final Report by the end of the grant term.

B. Emergency Activation Coordination

- i. Grantees must coordinate with their County Office of Emergency Services, or the relevant departments responsible for emergency management and planning for the County, to determine procedures for emergency activation, unless the Project is located entirely on Tribal trust lands. This coordination is a required and ongoing component throughout the CRC Implementation Grant term.
- ii. By the end of the grant term, for CRCs where the County is not a Lead Applicant or Co-Applicant, Grantees will be required to submit signed Memorandum of Understanding/Agreement (MOU/MOA) with County entities detailing emergency activation procedures for the CRC or that identifies the CRC as a shelter resource in a county/regionally

Grant Number: SGC24112, County of Nevada

- developed Emergency Operations Planning (EOP) document. Projects located on Tribal trust land will not be required to submit Letters of Commitment or a MOU/MOA.
- iii. If a Grantee is unable to provide an MOU/MOA, SGC may consider requests for alternative means of demonstrating compliance with this requirement, such as a Letter of Commitment.

31. Ownership of Deliverables

Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.

32. Payment

A. Payment Terms

- i. Except as may be allowed under Subsection E, Grantee will be paid on a reimbursement basis.
- ii. To receive reimbursement payments of grant funds, Grantee must submit an invoice reflecting costs incurred for eligible program activities and expenses.
- iii. Invoices may be submitted by the Grantee every other month. Please see Section 34 Invoicing of this Grant Agreement for details.

B. Cost Principles

- i. All costs to be reimbursed must be consistent with the <u>CRC Program</u> Guidelines.
- ii. All costs to be reimbursed must be reasonable.
- iii. Indirect costs may total up to 12% of the awarded CRC funds, with the exception of Federally Recognized Native American Tribes, who may use the indirect cost rate negotiated with the federal government, as defined by the <u>CRC Program Guidelines</u>. Indirect costs are costs of doing business that are of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization.
- iv. The SGC will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the <u>Budget Detail</u> <u>Worksheet</u> (Exhibit B, Work Plan and Budget).

C. Reimbursement

i. To receive reimbursement payments of grant funds, Grantee must submit an invoice reflecting costs incurred for eligible program activities and expenses.

Grant Number: SGC24112, County of Nevada

- ii. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to grantee. Please see Section 34 Invoicing of this Grant Agreement for details.
- iii. Upon receipt and approval of an itemized invoice and required supporting documentation, the SGC agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet (Exhibit B, Work Plan and Budget).
- iv. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- v. The SGC will not reimburse for funds spent on activities that occur prior to grant execution.

D. Retainage

The SGC will withhold the final five percent (5%) of the total grant budget, to be paid once the SGC determines that all terms of the Grant Agreement, including any final reporting requirements, have been satisfied.

E. Advance Pay

- i. The SGC is authorized to provide eligible Grantees advance payments of CRC grant award. The SGC may approve advance payments under this grant at its sole discretion.
- ii. All requests for advance payments shall be submitted to the SGC in writing using the Advance Pay Request form, which will be provided upon request, along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1. Any material changes to the request form must be reported to the SGC in writing within 30 days.
- iii. Advance payments shall not exceed 25% of the total grant award.
- iv. All advance payments and the amount of any advance payment is subject to the SGC's sole discretion. The amount advanced shall be limited to the minimum immediate cash requirements necessary to carry out the scope of work.
- v. All funds received as an advance payment must be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals.
- vi. Grantees must provide progress reports on the spend down of advanced funds on no less than on a quarterly basis, include a summary of work completed, proof of expenditure, and other associated information. Grantees must report the interest earned on advanced funds to the SGC, upon the SGC's request.

Grant Number: SGC24112, County of Nevada

33. Payee Data Record Form - STD 204

This form must be completed by all Grantees. It requires Grantees to provide payee information, entity information, Tax Identification Number (TIN), and payee residency status.

34. Invoicing

A. General Requirements

Grantees are responsible for submitting invoices for reimbursement using the invoice template provided by the SGC and included in <u>Attachment 4: Invoice and Progress Report Template</u>, including any supporting documentation. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to Grantee.

B. Invoice Package

An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the "Invoice Package."

The full Invoice Package must include the following:

- Completed invoice form on official letterhead signed by the Authorized Signatory, or authorized designee on file with the SGC, certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
- ii. Supporting documentation for costs incurred. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Exhibit B, Work Plan and Budget
- iii. Deliverables and/or evidence of work completed.
- iv. Progress reports and other reports, as applicable.

The SGC has the discretion to determine the sufficiency of work completed and completeness of an Invoice Package.

C. Invoice Summary

The Grantee will complete one (1) "<u>Invoice Summary</u>" form, compiled with all the "<u>Invoice Detail</u>" forms (Non-Payroll and Payroll forms) and supporting documentation, and submit to the SGC Grant Manager.

D. Invoice Detail

An "Invoice Detail" form shall be filled out by the Partner or Grantee for each CRC Funded Project and Grantee Costs and shall include details of Non-Payroll and Payroll expenses, along with supporting documentation for each line item.

Grantees must ensure that:

Grant Number: SGC24112, County of Nevada

- i. Expenses are broken out at the task level.
- ii. Expenses under each task are broken out by cost type (i.e., personnel, travel, supplies, etc.).
- iii. Travel and equipment are clearly identified.
- iv. All costs seeking reimbursement are eligible costs indicated in the Grant Agreement and <u>CRC Program Guidelines</u>. The SGC Grant Manager may ask for additional documentation to verify cost reasonableness.
- v. Supporting documentation is provided for each line item and is clearly referenced.

E. Supporting Documentation

- i. **Requirement**: Grantee and Partners must submit supporting documentation, including progress reports, for all itemized costs.
- ii. **Documentation**: Documentation may include but is not limited to copies of purchase orders, receipts, Subcontractor invoices, and timesheets or timesheet summaries. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by the Grantee.
- iii. Indirect/Overhead Costs: Supporting documentation does not need to be provided for indirect/overhead costs. However, the Grantee must maintain records of indirect/overhead costs to be made available upon request from the SGC. Grantee shall invoice in accordance with the indirect/overhead cost rate(s) approved for each project and plan under the grant.
- iv. **Personnel/Staff Time**: A timesheet summary template (Timecard Template) will be provided to report personnel costs, but note that Grantee and Partners can also use their own summary format as long as it includes the following information:
 - Name of individual
 - Date(s) on which the work was performed
 - Specific grant-related activities or objectives to which the individual's time was devoted
 - Hourly rate
 - Amount of time worked
 - Certification signature
- v. **Non-Hourly Personnel/Staff Time:** For staff positions that do not bill at an hourly rate, Grantees should work with their payroll/financial office to provide supporting documentation that reflects the staff pay for the hours worked. Individual employee timesheets, activity logs, and/or payment records do not need to be submitted as supporting

Grant Number: SGC24112, County of Nevada

documentation, though such documents must be retained by the Grantee and Partners in case of an audit (see Section 42 Audit).

vi. **Certification**: It is the responsibility of the Grantee to certify that the information submitted is true and correct by signing the personnel/staff time supporting documents. If the Authorized Signatory is being funded with SGC funding, ensure timesheets or time reports are signed and verified by another qualified person from the organization.

F. File Naming Convention

Supporting documentation should use the following naming convention and be clearly referenced in the Invoice Detail tab:

"SGC241[XX]_ [Invoice #]_[Task #]_[Support Docs]_x"

G. Documentation Discrepancies

When there are discrepancies between a reimbursement request amount and the supporting documentation provided, the SGC will only reimburse for the amount on supporting documentation. If the Grantee can demonstrate the remaining unverified costs, that amount will be applied to the following invoice reimbursement.

H. Invoice Submission

Grantees will submit invoice packages via the SGC-provided online submission platform unless otherwise requested by the SGC. After uploading all documents, the Grantee must email their SGC Grant Manager and copy the CRC Staff email (crc@sgc.ca.gov) and the SGC Accounts Payable office (accountspayable@opr.ca.gov) to notify them of the submission and attach a signed PDF of the invoice summary to be processed.

I. Invoice Disputes

- i. In the event of an invoice dispute, the SGC Grant Manager will notify the Grantee in writing within fifteen (15) working days of receipt of the disputed invoice. During the dispute, both parties shall deal in good faith to resolve the dispute and the Grantee shall continue to meet its responsibilities and obligations under the terms of the Grant Agreement.
- ii. If a Grantee contests the decision made by the SGC Grant Manager, the Grantee shall submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution
- iii. The "Notice of Dispute" shall be sent to crc@sgc.ca.gov, with copies sent via email to the SGC Grant Manager contacts on the Project Representatives Form (Exhibit C, Attachments, Attachment 2).

Grant Number: SGC24112, County of Nevada

- iv. Within 30 days after receipt of the "Notice of Dispute," the SGC CRC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

J. Non-Conforming Invoice Packages

If the SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, the SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement

K. Final Invoice

The final invoice for each CRC Project should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in Section 32(D).

35. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the <u>State of California travel reimbursement rates</u> in effect during the term of this Grant Agreement.

A. Reimbursement

The SGC will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the <u>CRC Program Guidelines</u>.

B. Travel Records

Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

C. Travel Costs

Grantee shall ensure travel costs are included in the <u>Budget Detail Worksheet</u> (Exhibit B, Work Plan and Budget) and are tied to tasks and deliverables in the <u>Work Plan</u> (Exhibit B, Work Plan and Budget).

D. Indemnification and Hold Harmless

Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.

Grant Number: SGC24112, County of Nevada

36. Leveraged Funds

Leveraged funding is funding from non-CRC sources which supports activities that are integrated into the overall CRC Proposal as defined in Exhibit B, Workplan and Budget. Leveraged funding must support the implementation of the Strategies selected to achieve the CRC Program Objectives, as determined by SGC. Leveraged funds must be spent for the purposes of the CRC Project.

Grantee shall ensure it and its Partners report on the leveraged funding expended in the Annual Leveraged Funding Report form. Grantee must retain supporting documentation of leveraged funding that will be made available to the State upon request. Grantees shall ensure adequate books and accounts are maintained documenting leveraged funding in accordance with generally accepted accounting principles, consistently applied.

Grantee must only report eligible leveraged funding expenditures. Expenditure of leveraged funding will only count if it advances a critical CRC project component or deliverable as required by the CRC Program Guidelines and outlined in the proposal scope. If leveraged funding sources change during the grant term, Grantee will notify the SGC at the subsequent reporting due date.

Changes in leveraged funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.

37. Revenue

All revenue generated as a part of any Project by Grantee, Partner or Subcontractor must be used to further the CRC Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes. Grantee agrees to maintain records of revenue generated and provide a report to the SGC upon request.

38. Reporting Requirements

Grantee must provide period progress reports and information as requested by the SGC Grant Manager. All reports must be completed using templates attached to this Grant Agreement or provided by the SGC and submitted using the naming conventions provided by the SGC Grant Manager.

A. Bi-monthly Progress Reports

Grantee will submit bi-monthly progress reports to accompany bi-monthly invoices.

B. Annual Reports

Grantees must provide an annual report at the end of each year of the grant term. The annual report includes: a leveraged funding report, if applicable; an equipment inventory record, if applicable; an annual summary report; and any indicator tracking data required for program evaluation. The Grant Management Manual and the SGC

Grant Number: SGC24112, County of Nevada

Grant Managers will provide additional details on annual reporting requirements and templates.

C. Final Report

When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

- i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Section 34 Invoicing.
- ii. Use the Final Report template (Attachment 3).
- iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).
- iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the project.

For further detail on reporting requirements, the Grantee may refer to the <u>CRC Program Guidelines</u> and CRC Grant Management Manual.

39. Document Submission

A. Submission Method

When this Grant Agreement requires Grantee to provide invoices, reports, or other documents to the SGC Grant Manager, Grantee must use the SGC-provided online submission platform and email unless requested otherwise by the SGC.

B. Email Communications

All email communication must contain the Grant Agreement number and Grantee's name in the subject line.

C. Submission of Invoices

- i. Grantee shall submit invoices on a bi-monthly basis, in arrears, to the SGC Grant Manager.
- ii. A request for payment shall consist of an Invoice Package, comprised of an invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials.
- iii. Grantee must submit invoices to the SGC online submission platform. Following submission, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the SGC Grant Manager.
- iv. Grantees must include the Grant Agreement number and Grantee's name in the subject line.

Refer to Section 34 Invoicing for additional details and requirements.

Grant Number: SGC24112, County of Nevada

40. Records Management and Retention

A. Project File

Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

B. Ledger Account

Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables in Exhibit B, Work Plan and Budget. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the CRC Project in accordance with generally accepted accounting principles.

C. Period of Record Retention

Grantee, Partners, and Subcontractors must maintain copies of Project records four (4) years after all terms of the Grant Agreement are fulfilled, unless a longer period of records retention is stipulated.

D. Protection

Grantee, Partners, and Subcontractors shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

E. Access

Grantee agrees that the State or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of the Grant Agreement and interview any employees who might reasonably have information related to such records.

F. Audit

Grantee agrees that the State will have the right to audit records and interview staff of any Partners and Subcontractors related to performance of the Grant Agreement. For additional detail, please see Section 42 Audit.

41. Personally Identifiable Information (PII)

Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals, is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant state or federal statutes and regulations. Grantee must ensure that all such information or

Grant Number: SGC24112, County of Nevada

data that comes into possession under this Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

42. Audit

A. Audit Period

Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that the SGC, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Audits may also include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.

B. Process and Notification

At any time, the SGC, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the SGC, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the SGC to audit records and interview staff in any Partnership Agreement and subcontract related to performance of this Grant Agreement in accordance with Government Code Section 8546.7.

C. Partners and Subcontractors

Partners and Subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above and in Section 40 Records Management and Retention.

D. Compliance

Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code Section 10115.10.

Grant Number: SGC24112, County of Nevada

The SGC may require recovery of payment from the Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

43. Dispute Resolution

A. General Disputes

The following section pertains to the general occurrence of disputes under the grant agreement between the SGC and Grantee. Examples of such disputes include, but are not limited to, invoice discrepancies between the work claimed in the invoice and agreed-upon project activities, significant increase in the cost of an activity, invoices for activities not approved under the project.

- i. During a dispute, Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- ii. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the SGC Grant Manager.
- iii. If Grantee contests the decision made by the SGC Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. Invoice Disputes

For information on invoice disputes, please see Section 34 Invoicing for additional details and requirements.

C. Contesting a Dispute Decision

If Grantee contests a decision made by the SGC Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

- i. The Grant Agreement number
- ii. A complete description of the basis for the dispute
- Legal authority or pertinent facts, supporting arguments and documentation
- iv. Action requested for resolution

D. Submission of Notice of Dispute

The "Notice of Dispute" shall be sent to <u>crc@sgc.ca.gov</u>, with copies sent via email to the SGC Grant Manager contacts on the Project Representatives Form (Exhibit C, Attachments, Attachment 2).

E. Dispute Resolution

Within 30 days after receipt of the "Notice of Dispute," the SGC CRC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:

i. The decision made

Grant Number: SGC24112, County of Nevada

- ii. An explanation for the decision
- iii. Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

44. Stop Work

If it is determined, at the sole discretion of the SGC, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice from the SGC to stop work, Grantee shall cease all work under this Grant Agreement.

The SGC has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

If Grantee issues a Stop Work Order to a Partner, or if Grantee and/or Partners issue a Stop Work Order to any Subcontractors, they must notify the SGC within ten (10) working days of issuing the order.

45. Health Impacts

If the SGC has a reasonable concern about the public health impact of a Project Component, the SGC may require Grantee to further study and mitigate the impact as directed by the SGC. Section 32 Payment, of this Agreement notwithstanding, Grantee may request any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.

46. Termination

A. Completion of Project

This Grant Agreement shall terminate upon completion of the project or at the end of the grant term, but no later than payment of the last project invoice.

B. Early Termination

Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice to the other Party. The notice shall specify the reason for early termination and may permit Grantee or the SGC to rectify any deficiency (ies) prior to the early termination date.

- i. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
- ii. Upon receipt of notice from the SGC of early termination, Grantee shall immediately take action to ensure neither it nor any Partner or

Grant Number: SGC24112, County of Nevada

- Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
- iii. The SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.

C. Budgetary Termination and Amendment

If funding for any fiscal year is reduced or deleted by the Budget Act or funding becomes unavailable, for any reason, for purposes of this program, the SGC shall have the sole discretion to either terminate this Grant Agreement with no liability occurring to the SGC or offer an amendment to reflect the reduced amount.

- i. SGC will notify Grantee in writing 30-days prior to termination or amendment pursuant to this section.
- ii. Grantee will be compensated for work already performed under the agreement, if sufficient funding exists, but will not be able to perform any further work or incur any additional costs once it receives notice of termination from the SGC.

47. CRC Grant Publicity Guidelines

Grantee agrees that it will acknowledge the SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the CRC grant. The SGC Grant Manager will provide the SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the CRC Publicity Guidelines provided by the SGC (Exhibit E, CRC Grantee Publicity Guidelines). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please contact your SGC Grant Manager.

A. Long-Form Materials

Long-form written materials, such as reports, must include the following standard language about the SGC and CRC:

"The California Strategic Growth Council's (SGC) Community Resilience Centers Program (CRC) funds neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. For more information, visit https://sgc.ca.gov/grant-programs/crc."

B. Press Releases, Flyers, and Visual Materials

Any informational materials that do not qualify as long-form but include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include following language:

Grant Number: SGC24112, County of Nevada

"[Project Name] is supported by the California Strategic Growth Council's Community Resilience Centers (CRC) Program."

Grantee may, at times, produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging the SGC support is not practical, Grantee should instead include the official logo of the SGC, preceded by the words "Funded by."

48. Right to Publish

A. Right to Publish

Subject to any restrictions on the publication, disclosure, dissemination and use of data or information set forth in this Agreement or under any applicable law, Grantee shall have the right to publish, disclose, disseminate, and use, in whole and in part, any data and information received or developed under this Agreement.

B. Review Process

- i. Grantee shall ensure that publications, presentations, and other public releases resulting from work performed under this Agreement are provided to the SGC for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s).
- ii. During the first twenty (20) calendar days of such review period, the SGC may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication, or other media release. The SGC will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Grantee.
- iii. Within the review period, the SGC may provide feedback to the Grantee; the Grantee will give good faith consideration to such feedback but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law.
- iv. Any of the above referenced time periods maybe modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.

C. Terms & Conditions Required for State-Funded Research Grants

The Parties shall comply with the California Taxpayer Access to Publicly Funded Research Act (Government Code Section 13989 et seq.), including but not limited to:

i. Grantee is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts based on work performed under this Agreement fully comply with Government Code Section 13989 et seq.

Grant Number: SGC24112, County of Nevada

- ii. For a peer-reviewed manuscript accepted for publication, Grantee shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the SGC, including but not limited to:
 - CSU ScholarWorks at the Systemwide Digital Library (http://www.calstate.edu/library), or
 - UC California Digital Library (https://www.cdlib.org/), or
 - PubMed Central (https://www.ncbi.nlm.nih.gov/pmc/).
- iii. Grantee shall instruct the Principal Investigator to report to the SGC the final disposition of the peer-reviewed manuscript, including but not limited to:
 - whether it was published,
 - where it was published,
 - when it was published,
 - when the 12-month period after publication expires; and
 - where the manuscript will be available for open access.
- iv. The SGC shall retain information regarding all issued research grants that resulted in published works.

49. Copyrights

A. Copyrightable Works

All rights in copyrightable works first created by Grantee in the performance of the Budget and Schedule of Deliverables, in Exhibit B, Work Plan and Budget, under this Agreement are the property of Grantee. Grantee shall grant the State a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the deliverables identified in Exhibit B, to fulfill the State's government purposes.

B. Reserved Rights

Notwithstanding the above, if the purpose of the Budget and Schedule of Deliverables is specifically to create a copyrightable work for use by the State then all rights in such copyrightable work will be the property of the State, subject to a reserved right for Grantee to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

C. Written Requests

The SGC may make written requests for delivery of works first created in the performance of the Budget and Schedule of Deliverables, but which were not

Grant Number: SGC24112, County of Nevada

identified as deliverables. To the extent Grantee is legally able to do so, Grantee shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes.

50. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, Partners, Subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

51. Waiver of Rights

This section refers to the Grantee's voluntary waiver of certain causes of action (lawsuits) against the SGC in the event of harm or liability related to the grantee's actions while implementing the grant project.

- i. Grantee waives any and all rights to any type of express or implied indemnity (i.e., contractual relationship) or right of contribution from the SGC, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- ii. Grantee waives all claims and recourses against the SGC, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the SGC, its officers, agents, and employees.
- iii. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

52. Force Majeure

Neither the State nor Grantee will be responsible hereunder for any delay, default, or nonperformance of this Grant Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the State or Grantee, its Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

Grant Number: SGC24112, County of Nevada

53. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, including the California Environmental Quality Act, and shall secure and/or maintain any permits required by authorities having jurisdiction over the Project(s).

54. Americans with Disabilities Act

Grantee assures the SGC that Grantee complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). Grantee is expected to know, understand, and comply with ADA requirements. To that end, the SGC encourages Grantee to review guidance from: the U.S. Department of Justice Civil Rights Division at www.ada.gov; the State of California Civil Rights Department at: https://calcivilrights.ca.gov/peoplewithdisabilities; and the Pacific ADA Center at www.adapacific.org. The SGC also encourages Grantee to coordinate with local, regional, and/or state disability rights organizations on opportunities for staff training and education.

55. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace as outlined in this section.

A. Statement Publication

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establishment of a Drug-Free Awareness Program

Establish a Drug-Free Awareness Program, as evidenced by a drug-free workplace policy statement, to inform employees about:

- i. The dangers of drug abuse in the workplace.
- ii. The person's or organization's policy of maintaining a drug-free workplace.
- iii. Any available counseling, rehabilitation, and employee assistance programs.
- iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Employee Awareness

Every employee who works on this Grant Agreement will:

Grant Number: SGC24112, County of Nevada

- i. Receive a copy of the company's drug-free workplace policy statement.
- ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

D. Failure to Comply

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the SGC determines that any of the following has occurred: Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

56. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

57. Environmental Justice

In the performance of this Grant Agreement, Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California, consistent with Government Code Section 65040.12, subdivision (e).

58. Union Organizing

By signing this Grant Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:

- i. No grant funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.
- ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee must maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

Grant Number: SGC24112, County of Nevada

59. Prevailing Wage

A. General Requirements

CRC-funded Projects may be subject to State Prevailing Wage Requirements, pursuant to Section 1700 of the California Labor Code. The California Labor Code requires payment of local prevailing wages to workers and laborers on state government contracts in excess of \$1,000 for public works projects.

B. Public Works

A "public work" is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Grantee can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

C. Grantee Responsibilities

Grantee must ensure the following on "public work" activities under this Grant Agreement:

- i. Prevailing wages are paid;
- ii. The Project budget and invoices for labor reflects prevailing wage requirements, or if exempt, provide the applicable exemption to the SGC with the Project budget; and
- iii. The Project complies with all other requirements of prevailing wage law, including but not limited to, keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

D. Partners and Subcontractors

Grantee shall ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee shall ensure that all agreements with its Partners and Subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects.

60. Recycled Contents Products

Grantee must ensure each Lead Entity certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).

Grant Number: SGC24112, County of Nevada

61. Relocation

If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, Div. 1, Ch. 6, § 6000 et seq.) for the Project Area, Grantee must provide a copy of the relocation plan.

62. Expatriate Corporations

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

63. Corporation Qualified to do Business in California

When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

64. Certificate of Compliance with Russia Sanctions

Per Executive Order N-6-22, all contractors and Grantees that have agreements valued at \$5 million or more with agencies or departments subject to the California Governor's authority are directed to report their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Grantees subject to the certification requirement should carefully review the Executive Order and the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in Executive Order N-6-22, sanctions identified by the U.S. Department of the Treasury, and sanctions imposed under state law, if any. A certification of compliance, included as Attachment C-6, must be returned to the SGC prior to any disbursement of grant funds.

Additionally, should the SGC at any time determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The SGC shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the SGC.

65. Governing Law and Venue

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue will be in Sacramento County, California.

Grant Number: SGC24112, County of Nevada

66. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

67. Budget Contingency Clause

A. Budget Act Appropriations

If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, SGC may terminate pursuant to Section 46 of this agreement and this Grant Agreement shall have no further force nor effect. In this event, the SGC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

68. Recovery of Funds

In the event the SGC determines grant funds are not being used, or have not been used, for purposes in accordance with this Agreement, the <u>CRC Program Guidelines</u> or the CRC Grant Management Manual, the SGC has discretion to take appropriate action under this Grant Agreement, in law or in equity, including but not limited to:

- i. Requiring Grantee to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;
- ii. Requiring Grantee to repay any funds improperly expended.

69. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 6, 8, 16, 20, 25, 28, 37, 40, 41, 42, 48, 49, 50, 59, 60, 65, 67, and 69.

Grant Number: SGC24112, County of Nevada

Exhibit B, Work Plan and Budget

CRC Implementation Grant Work Plan

Project Name: Revitalizing Western Nevada County Veterans' Halls

Nevada County and partners FREED Center for Independent Living (FREED), Aging and Disability Resource Connection (ADRC), Gold Country Senior Services (GCSS), and Interfaith Food Ministry of Nevada County (IFM) propose a combination of capital improvements and programming at two existing Veteran's Halls that will improve overall community resilience. The Collaborative Stakeholder Structure has a wealth of experience supporting communication and resources to residents, providing social support, educational outreach, and gathering seniors and residents of all ages, as well as providing food for low-income residents and families. The Grass Valley CRC and Nevada City CRC will provide shelter and resources during extreme heat, wildfires, winter storms and emergencies as well as expand community programming that provide meals and food, will host space for community convenings such as biannual gatherings of the Nevada City Rancheria Nisenan Tribe, and introduce classes that support the health, emergency preparedness, and financial wellbeing of all residents.

High Level Activities	Responsible Party	Performance Measures	Timeline
TASK 1: Renovate CRC Veter	ans' Halls		
Subtask A: Procurement of Professional Services – Architectural & Engineering (Both CRC Sites)	essional Services – hitectural & Engineering A & F Firm – Nevada efforts, completed proposal evaluation, winning proposal)		Month 3 - Month 8
Prepare and publish RFP for Architectural & Engineering Firm, complete selection process and execute contract.			
Subtask B: Develop Plans & Specs – Architectural &	County of Nevada	1. Completed Design Plans – Grass Valley CRC	Month 8
Engineering (Both CRC Sites) Develop and complete	A&E Firm - TBD	2. Permits for Grass Valley CRC: building, asbestos, abatement, fire suppression.	Month 22
design plans/scope of work for required retrofits to Nevada City CRC and Grass Valley CRC.		3. Completed Design Plans – Nevada City CRC	

Complete permit process for each site. Subtask C: Construction – General Contractor Award Process (Nevada City CRC)	4. Permits for Nevada City CRC: building, asbestos, abatement, fire suppression. County of Nevada Contractor - TBD 4. Permits for Nevada City CRC: building, asbestos, abatement, fire suppression. 1. Copy of RFP (solicitation efforts, completed proposal evaluation, winning proposal) 2. Executed Contract		Month 10 - Month
Prepare and publish RFP for General Contractor, complete selection process, and execute contract.		3. Construction Project Schedule	15
Subtask D: Construction- General Contractor Award Process (Grass Valley CRC)	County of Nevada Contractor -	Copy of RFP (solicitation efforts, completed proposal evaluation, winning proposal)	Month 19
Prepare and publish RFP for	TBD	2. Executed Contract	Month
General Contractor, complete selection process, and execute contract.		3. Construction Project Schedule	24
Subtask E: Renovations (Nevada City CRC)	Nevada re Contractor - TBD 2.		Month 16
Complete renovations to		a series service see feet section. It is not all occurs more at a lost a too at	-
Nevada City Veteran's Hall including: window replacement, install low	TBD	2. Final Inspection Report from Building and Fire Department	Month 28
Nevada City Veteran's Hall including: window	TBD	from Building and Fire	
Nevada City Veteran's Hall including: window replacement, install low flow toilets, replace dishwasher, replace HVAC system, asbestos removal, plumbing improvements to remove rust and other defects, kitchen renovation to meet	County of Nevada	from Building and Fire Department 3. Environmental Report from	

dishwasher, replace HVAC system, asbestos removal, plumbing improvements to remove rust and other defects, kitchen renovation to meet commercial standards, elevator installation, and ADA accessible restroom renovations.		3. Environmental Report from Abatement Contractor 4. ADA Checklist for Modification Compliance with Americans with Disabilities Act (CA Title 24)	
TASK 2: Collaborative Stakeh Outreach	older Structure	(CSS), Community Engagement,	and
Subtask A & B: Partnership Agreement & Collaborative Stakeholder Meetings Complete outreach plan and selection process for Resident Representatives, finalize and execute Partnership Agreement with all Partners. Convene quarterly CSS meetings with partners, key stakeholders, and public participation to coordinate climate and community resiliency efforts and steer CRC development.	County of Nevada, CSS (County Information and General Services Agency Admin, FREED, ADRC, GCSS, IFM) HHSA, Grant Manager	1. Finalize Resident Representative Outreach Plan and selection process by Month 1. 2. Finalize and Execute Partnership Agreement by Month 3. 3. Meeting Summaries (attendance log, materials, minutes) for ongoing CSS convenings	Month 1 - Month 51
Subtask C: IFM – Community Engagement, Marketing, Outreach, Fundraising Complete 1,000 surveys in year one to gather feedback about CRC related programs, activities, and needs. At least six times per year, share CRC related information through IFM communication channels	IFM	1. Summary of Survey Findings 2. Publicity Materials (print copy of social media post, print media, website posting, and newsletter)	Month 4 - Month 48

including: newsletter, social media posts, print media, radio, and website.			
Subtask D: Outreach/Coordination of Community Partners Community engagement and outreach conducted by FREED network of 34 CBOs in Nevada City, IFM residential clients, and FREED partners. Information sharing via email, outreach events, cross-training, and advisory committee meetings, Biannual survey conducted of residential participants.	FREED GCSS IFM	 Summary of Survey Findings Summary of Outreach Engagement Publicity Materials (print copy of emails distributed, outreach materials) 	Month 1 - Month 48
Subtask E: Nisenan Community Resilience (Grass Valley CRC) Biannual meetings held in Grass Valley CRC for the Nevada City Rancheria Nisenan Tribe (NCRNT) to gather as a group to build social cohesion and discuss goals and strategies. Activities and outreach to be provided by the NCRNT at their discretion.	County of Nevada NCRNT/ CHIRP Grant Manager	Meeting materials (e.g. agendas/handouts)	Month 4 - Month 48
Subtask F: FREED – Local Playbook Action Plan Fund and coordinate workgroups to identify strategic actions related to increasing access to transportation, healthcare, housing, increasing caregiver workforce, and increasing social participating to advance	County of Nevada FREED	1. Plan Evaluation 2. Data Metrics (shared database tracking system monitoring outcomes of strategic action work) 3. Progress Summary Report 4. Finalized Action Plan	Month 1 - Month 48

community and climate resiliency strategies. Consultant to be onboarded to assess programs and accomplishments. Collected data will be compiled and analyzed to inform workgroup actions, update workplan, and be incorporated into the CRC Emergency Plan. TASK 3: Resiliency Services &	Programs		
Subtask A: GCSS –	County of	1 Class Materials (a.g.	Month 5
Community Cooking	Nevada	Class Materials (e.g. agenda, handouts)	Month 5
Classes (Grass Valley CRC)	GCSS	2.Participant Feedback Notes	-
Monthly cooking classes to: provide healthy nutrition and build sustainable healthy food choices; increase knowledge and adherence to health code standards; introduce wide variety of cooking techniques; and provide entrepreneurial and small business opportunities in commercial kitchen		3. MOU of Commercial Kitchen Use for Entrepreneurial and Small Businesses 4. Summary of Outcomes (# of entrepreneurs using kitchen)	Month 50
setting. Subtask B: FREED —	County of	1. Class Materials (e.g.	Month 6
Emergency Preparedness	Nevada	agenda, handouts)	-
Classes (Both CRC Sites) Emergency preparedness	FREED	2. Participant Feedback Notes	Month 50
group classes held quarterly, including specific		3. Class Schedules	
needs of individuals with disabilities and seniors.	a	4. Outreach Materials	
Subtask C: GCSS – Senior Green Energy Program Outreach and Education (Grass Valley CRC)	County of Nevada GCSS	Class Materials (e.g. agenda, handouts, flyers, pamphlets) Sign-In Logs	Month 6

Develop educational programs to improve technological equity and competency, promote use of green energy and educational access to solar energy credits and programs, broadband and low cost cellular and internet services, and green waste management.			End of Grant Term
Subtask D: IFM – Food Rescue/Compliance w SB1383 (Grass Valley CRC) Execute Food Rescue Contracts with local grocery stores. Establish tracking system for rescued food, goal of utilizing rescued food as ingredients for community meal program at CRC.	IFM	1. Executed Contract at Year 3 2. Summary of Tracking Metrics for Rescued Food 3. Summary Report of Rescued Food at Year 4 4. Outreach Materials for Community Meal Program 5. Summary Report (# of community meals each year) 6. Summary Report (# of people at each community meal)	Month 1 - Month 48
Subtask E: IFM – Food Home Delivery & Food Distribution Program (Both CRC Sites) IFM to contract with delivery services to an existing partner agency for client home deliveries of food annually. Foods delivered to clients will be supplied from drive- thru drop offs taking place at CRCs and other locations.	IFM	Printed Outreach Materials for Drive-Thru Events at CRC Sites Summary of Food Collected at Drive-Thru Events at CRC Sites Annual Report of Client Home Deliveries Annual Report of IFM Individual Visits	Month 1 - Month 48

Subtask F: IFM – Educational Programs, Cooking Classes, Nutrition, Meal Planning, Budgeting (Both CRC Sites) IFM to provide minimum of six educational opportunities annually, with half being hosted at partner site via in-person classes, remote options, video clips, tasting during food distribution events, workdays at IFM garden sites, and newsletters. Surveys to be conducted with all participants.	IFM	Class Materials (e.g. agenda, handouts, number of participants) Participant Feedback Notes Outreach Materials	Month 1 - Month 48
Subtask G: Programs (Grass Valley CRC) CRC facility to provide warming/ cooling center and promote social cohesion/ connectedness in the community. Provide lessons aimed at commercial cottage industry production. Information station with flyers, brochures, and handouts related to community resilience programs.	County of Nevada	1. Programming Plan (updated regularly as needed) – Submit by Month 12 2. Program Summaries (date/time/location/number of attendees/summary of outcomes) 3. Outreach Materials (e.g. announcements/photos from key events) 4. Program Materials (handouts/curriculums) 5. Calendar of Events	Month 3 - End of Grant Term
Leveraged Funds			
Subtask H: Programs (Nevada City CRC) CRC facility to provide warming/ cooling center and promote social cohesion/ connectedness in the community.	County of Nevada	1. Programming Plan (updated regularly as needed) – Submit by Month 12 2. Program Summaries (date/time/location/number of attendees/summary of outcomes)	Month 3 - End of Grant Term

Outreach activities in strategic priority areas to encourage utilization of the CRC offering first aid certification, CERT classes, CPR. Information station with flyers, brochures, and handouts related to community resilience programs.		3. Outreach Materials (e.g. announcements/photos from key events) 4. Program Materials (handouts/curriculums) 5. Calendar of Events	
Subtask I: Emergency Services & Response (Both CRC Sites) Procurement of snowplows for CRC access, resource delivery, and emergency transportation. Provide meals, access to technology and emergency information and shelter during emergencies. Annual survey to be administered for feedback and program evaluation.	County of Nevada GCSS	1. Inventory Report - demonstrating procurement of Snowplows 2. Summary of Services Provided (e.g. # of meals served, # of days CRC activated for emergency use) 3. Report of Feedback from Staff and Community Use Survey	Month 1 - End of Grant Term
TASK 4: Program Administrati	on & Evaluation		
Subtask A: Evaluation – Community Engagement Conduct community engagement activities to evaluate the project and CRC program. Activities evaluated based on bi- annual partner surveys.	County of Nevada FREED ADRC GCSS IFM	1. Meeting Summaries (date, time. Location, number of attendees, summary of outcomes) 2. Final Meeting Materials (curriculum, handouts) 3. Publicity Materials (announcements, photos from key events) 4. Summary of Survey Questions and Results	Month 3 - End of Grant Term

Subtask B: Grant Evaluation - Data Collection & Indicator Tracking Prepare and issue PO for Grant Management FIRM (GMF) from Nevada County Grant Management/Grant Development Qualified List. Execute contract with selected firm to facilitate management of grant activities for tracking and monitoring. Coordinate with SGC third- party evaluator to identify indicators for tracking and monitoring of project. Complete associated evaluation activities as required by SGC.	County of Nevada GMF – TBD	1. Solicit Proposals for GMF – Grants Qualified List – County of Nevada 2. Issue Purchase Order – County of Nevada 3. Coordination with Third Party Evaluator 4. Project Related Data for Tracking and Monitoring (measure outcomes achieved, lessons learned, and potential recommendations for overall program improvement)	Month 3 - End of Grant Term
Subtask C: Grant Reporting Requirements Comply with invoicing, administrative, inventory, and progress reports as required by CRC Grant.	County of Nevada	1. Bi-annual Check In with CRC Staff (align with invoicing schedule) 2. Annual Progress Reports 3. Final Report (including lessons learned, barriers, and success stories) 4. Annual Inventory Report of Purchased Equipment 5. Regular Revision of Workplan and Budget 6. Proof of Insurance	Month 1 - End of Grant Term
Subtask D: Long Term Use of CRC Facility (Both CRC Sites) Establish that the facilities will remain dedicated to use as Community Resilience Centers for a	County of Nevada	Recorded Deed Restriction or Memorandum of Unrecorded Deed Restriction (MOUGA) (Grass Valley CRC) Recorded Deed Restriction or Memorandum of	Month 1 - Month 24

minimum of 15 years after project implementation is complete.		Unrecorded Deed Restriction (MOUGA) (Nevada City CRC)	
Subtask E: Operations and Maintenance Plans (Both CRC Sites)	hth Nevada Maintenance Plan (Grass Valley CRC)		Month 1 - Month
Revise and finalize the Operations and Maintenance Plan.		2. Finalized Operations and Maintenance Plan (Nevada City CRC)	48
Subtask F: CRC Emergency Plan (Both CRC Sites)	County of Nevada	Finalized Emergency Plan (submitted to CAL-OES) (Grass Valley CRC)	Month 1
Emergency Plan to meet CRC requirements and state requirements for mutual aid to include:	C requirements and te requirements for		Month 48
emergency communication plan; energy resilience plan; mobility plan for resident		3. Finalized Emergency Plan (submitted to CAL-OES) (Nevada City CRC)	
transportation if needed; coordination with emergency response and relevant departments/ organizations; processes for activating CRC in event of emergency; procedure for resolving reasonable accommodations for individuals with disabilities.		4. Signed Letter of Commitment or MOU with City and County Emergency Entities (Nevada City CRC)	
Subtask G: CRC Year- Round Community Resilience Plan (Both CRC	County of Nevada	Finalized Year-Round Community Resilience Plan (Grass Valley CRC)	Month 1 - Month
Sites) Finalize the Year-Round Community Resilience	alize the Year-Round		48
Plans with CSS that outlines services and programs that meet community needs and will operate out of the		3. Updated Project Area Map (each site) 4. Compliant with CRC Facility	
CRC year-round.		Requirements	

Grant Number: SGC24112, County of Nevada

Provide updated Project Area map as required.				
Each CRC Facility will meet all required features and functions in compliance with CRC Round 1 Guidelines by end of Grant Term.				
The Parties may make minor ch	anges to the time	L eline and deliverable	s due without th	е

requirement of an amendment. See Exhibit A, Section 14 Modifications and Amendments.

CRC Implementation Grant Budget Detail Worksheet

Project Name: Revitalizing Western Nevada County Veterans' Halls Budget Requirements and Limitations:

	CRC Requirements	Grantee Budget
Capital Costs Minimum	51%	79.2%
Indirect Costs Maximum	12%	3.8%
Evaluation Costs Minimum	3%	5%

High Level Activities	CRC Grant Funds	Leveraged Funds
TASK 1: Renovate CRC Veterans' Hall	\$7,956,327	
TASK 2: CSS, Community Engagement, and Outreach	\$157,312	
TASK 3: Resiliency Services & Programs	\$1,006,641	\$557,100.00
TASK 4: Program Administration & Evaluation	\$500,000	
Indirect Costs	\$379,720	
Total	\$10,000,000.00	\$557,100.00

The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Section 14 Modifications and Amendments.

Grant Number: SGC24112, County of Nevada

Exhibit C, Attachments

Attachment 1: Authorized Signatory Form

Grantee Authorized Signatory:

Print Name: Heidi Hall	Print Title: Chair Board of Supervisors		
Signature:	Date:		
Delegated Authorized Signatories:			
#1 Print Name: Justin Drinkwater	Print Title: Director of Facilities Management		
Signature:	Date:		
All Grant Related Documents or Grant Agreement Grant Amendments Reports Invoices Other	Budget Amendments		
#2 Print Name:	Print Title:		
Signature:	Date:		
Document(s) Authorized to sign: (circle all All Grant Related Documents or	that apply)		
Grant Agreement Grant Amendments	Budget Amendments		
Reports Invoices Other	9		

Grant Number: SGC24112, County of Nevada

Attachment 2: Project Representatives Form

The SGC

Name	Title	Phone Number	Email
Dora Monterroza	Resilient Community Planner	279-348-1470	dora.monterroza@sgc.ca.gov

Grantee

Name	Title	Phone Number	Email
Elise Strickler	Chief Fiscal Administrative Officer, Information and General Services Agency	530-265-1705	Elise.Strickler@nevadacounty ca.gov
Craig Griesbach	Interim Director, Information and General Services Agency	530-265-1583	Craig.Griesbach@nevadaco untyca.gov
Pat Souza	Facilities Project Manager, Information and General Services Agency	530-470-2562	Pat.Souza@nevadacountyca. gov
Ron Nunnink	Facilities Project Manager, Information and General Services Agency	530-470-2563	Ronald.Nunnink@nevadacou ntyca.gov
Teal Marich	Accounting Technician, Information and General Services Agency	530-265-1262	Teal.Marich@nevadacountyc a.gov
Nikki Aringer	Senior Administrative Analyst, Information and General Services Agency	530-559-0693	Nikki.Aringer@nevadacounty ca.gov

Grant Number: SGC24112, County of Nevada

Attachment 3: Final Report Form and Instructions

INSTRUCTIONS

Utilize the following report template to describe your CRC project's successes to-date in increasing Climate and Community Resilience AND your collaborative's next steps in continuing to operate your Community Resilience Center for the next 15 years. Note that you do not have to use the table format, but your report should detail all of the requested information. Please feel free to include any additional information or attachments at the end of this report.

CRC PROGRAM OBJECTIVES

CRC Program's Implementation Grant Objectives (Section 5.1 of <u>Community Resilience</u> Centers Program Round 1 Guidelines), include:

- Offer multi-benefit physical community-serving spaces, resilient to current and future climate hazards.
- Provide integrated delivery of essential services and programming to local communities during and following disasters, emergencies, and disruption events, including resources and assistance for folks experiencing and navigating postdisaster recovery, as well as year-round to address ongoing community needs and build community cohesion.
- Integrate physical infrastructure projects with social infrastructure, through community driven partnerships and programming to increase climate resilience, expand economic opportunities, and reduce health, environmental, and social inequities across California.
- Leverage and build a skilled, diversified, and trained workforce and promote
 local workforce development and training opportunities, with a focus on
 preparing community members for healthy, safe, and sustaining high-quality
 career pathway jobs in a future net zero carbon economy that are resilient to
 current and future climate change impacts.
- Build, strengthen, and sustain local leadership and grassroots engagement in civic and community development, and climate resilience awareness and activities

The CRC program intends to balance both shorter-term emergency response needs, as well as longer-term ongoing community needs and services.

Grant Number: SGC24112, County of Nevada

FINAL REPORT

Community Resilience Centers (CRC) Program, Round 1			
Implementation Grant			
Grantee: Grant Number:			
Project Name:			
Project Location (City, County):			

A. Project Summary

- 1. Provide a brief summary of the challenges facing the community where the project is located and the work completed under this grant. Please include climate hazards.
- 2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Report on successful strategies used to achieve results. Discuss how these lessons learned can be useful for other communities.

B. Continued Operation of the Community Resilience Center

- 1. Briefly summarize procedures your CRC will utilize to activate during times of emergency and remain open as a respite center and/or overnight disaster shelter. Include county, partner, and staff roles for activation.
- 2. Briefly summarize your plan for continued long-term operations of the CRC. Please discuss your future plans for year-round programming as well as emergency programming. This should align with your long-term operations and maintenance plan, which details anticipated costs, and financial sustainability for operations of the CRC for a minimum of 15 years.
- 3. Describe any anticipated barriers and planned future actions that you and your Collaborative Stakeholder Structure have with respect to long-term operations plans.

C. Community outreach, engagement, and involvement of community organizations and residents in decision-making power:

- 1. Describe achievements and successes to-date with this objective.
- 2. Outline areas you would like to further develop your CRC for future successes in this objective.

Grant Number: SGC24112, County of Nevada

- D. Priority populations: Each CRC proposal must identify, work with, and intentionally serve the needs of priority populations (Section 2.3 of Community Resilience Centers Program Round 1 Guidelines):
 - 1. Describe achievements and successes in serving priority populations; discuss how priority populations were addressed, included in, and served by the Collaborative Stakeholder Structure, Capital Projects, Campus Amenities, Services and Programs, CRC Year-Round and Emergency Plans, and Evaluation.
 - 2. Outline areas you would like to further develop your CRC for future successes in this objective.

E. Partnerships and Collaborative Stakeholder Structure Expansion:

1. Describe current partnerships and notable achievements to-date:

Organization Name	Organization Type	CRC Role	Notable Achievements	Next Steps planned with this Partner or CSS member

2. Outline any partnerships you will seek out next to contribute to the Community Stakeholder Structure (CSS), CRC activities, or project overall:

Organization Name (if known)	Organization Type (if known)	What would you like this Partner to add to the CSS and/or CRC?	Next Steps to cultivate this partnership

F. CRC Implementation Strategies

To achieve the CRC Implementation Grant Program Objectives, each CRC proposal must have addressed at least four (4) of the strategies listed below, identified at time of application. Reference Round 1 Guidelines for more information.

1. Denote the Implementation Strategies advanced by your CRC project.

Grant Number: SGC24112, County of Nevada

CRC Implementation Strategies #1-7	Was this strategy pre- identified as part of your CRC Proposal at	Was this strategy achieved during the grant term? If so, select how it was achieved for your CRC project
	time of application?	(Note: you can further expand in Questions H and G below)
Strategy 1:	□ Yes	☐ Yes, via Capital Project activities
Energy Resilience	□ No	☐ Yes, via Services or Program activities
		□ Not addressed
Strategy 2:	□ Yes	☐ Yes, via Capital Project activities
Water Resilience	□No	☐ Yes, via Services or Program activities
		□ Not addressed
Strategy 3:	☐ Yes	☐ Yes, via Capital Project activities
Air Quality and Public	□ No	☐ Yes, via Services or Program activities
Health		□ Not addressed
Strategy 4:	□ Yes	☐ Yes, via Capital Project activities
Nature-Based Solutions	□ No	☐ Yes, via Services or Program activities
and Food Security		□ Not addressed
Strategy 5:	☐ Yes	☐ Yes, via Capital Project activities
Emergency	□No	☐ Yes, via Services or Program activities
Preparedness and		□ Not addressed
Critical Communications		
	□ Yes	
Strategy 6:	□ No	☐ Yes, via Capital Project activities
Mobility and Access		☐ Yes, via Services or Program activities
		□ Not addressed
Strategy 7:	□ Yes	☐ Yes, via Capital Project activities
Workforce	□ No	☐ Yes, via Services or Program activities
Development, Education, and		□ Not addressed
Training		
(100.00)		I

G. Capital Projects: Infrastructure for CRC facility or campus amenities:

Grant Number: SGC24112, County of Nevada

1. Describe notable achievements and successes in capital projects completed during the grant term:

CRC Facility or Campus Amenity	Infrastructure Element	CRC Implementation Strategy (#1-7)	Results / Outcomes for CRC, community members, or organization	Denote if this was completed or describe next steps
e.g., CRC Facility	e.g., Solar roof installation	e.g., Strategy 1: Energy Resilience	e.g., Energy efficient CRC with lower operations costs	e.g., Completed
e.g., Campus Amenity	e.g., Pavement and road improvements	e.g., Strategy 5: Emergency Preparedness and Critical Communications; Strategy 6: Mobility and Access	e.g., Improved ingress/ egress routes for CRC	e.g., Development to support future expansion of public transportation lines

2. Outline additional construction planned for your CRC facility or campus:

CRC Facility or Campus Amenity	Infrastructure Element	CRC Implementation Strategy (#1-7)	Desired Results/ Outcomes for CRC, community members, or organization	Next steps to achieve this outcome
e.g., Campus Amenity	e.g., Bus stop infrastructure and route modification for existing line	e.g., Strategy 6: Mobility and Access	e.g., Improved connection to CRC	e.g., Additional coordination with transit agency to plan route modifications and bus stop Secure capital funds for bus stop

Grant Number: SGC24112, County of Nevada

H. Services and Programs: Community Resilience Center services and programs activities:

1. Describe notable achievements and successes in community resilience services and programs that were offered during the grant term:

CRC Implementation Strategy (#1-6)	Community Resilience service or program	Results/ Outcomes for CRC, community members, or organization	Intended future outcomes or plans for this activity?
e.g., Strategy 4: Nature- Based Solutions and Food Security	e.g., Cooking and gardening classes offered weekends via ABC partner organization	e.g., # of individuals attended since start date of _	e.g., Expand class offerings to weekday evenings and promote at the local community college
e.g., Strategy 3: Air Quality and Public Health	e.g., heat-illness prevention education via Promotora program	e.g., providing needed programming to outdoor farmworkers while also promoting increased community cohesion	

2. Outline additional services and programs planned for the future full implementation of your CRC:

CRC Implementation Strategy (#1-6)	Community Resilience service or program	Desired Results/ Outcomes for CRC, community members, or organization	Next steps to achieve this outcome

I. Technical Assistance, Subject Matter Experts, or specialized contractors:

1. Describe expertise utilized during the grant term:

Grant Number: SGC24112, County of Nevada

TA, SME, or Contractor Name	Type of Expertise	CRC Role / Need	Notable Achievements	Denote if this was completed, or describe next steps
e.g., NAME	e.g., Emergency Management Expert	e.g., Expertise in Sheltering Operations for disaster activation	e.g., created activation procedures in collaboration with	e.g., implementing new communications alert systems during disaster

2. Outline outstanding needs for expertise to fully implement your CRC vision:

TA, SME, or Contractor Name (if known)	Type of Expertise	CRC Role/ Need	Desired Results/ Outcomes for CRC	Describe next steps, include notes on any anticipated barriers	
e.g., NAME	e.g., Emergency Management Expert	e.g., Expertise in Sheltering Operations for disaster activation	e.g., create activation procedures in collaboration with	e.g., Ongoing training for incoming staff to activate CRC as an overnight shelter	

J. Program Feedback

Based on your experiences with this grant program, please provide feedback about how the SGC staff can improve future grant programs.

CERTIFICATION

I certify that this Final Report is accurate and that this project complies with the Grant Agreement. I further certify that any expenditure discussed in this report is allowed under the Grant Agreement and that all funds were expended for the purposes of this Project.

Name:	Title:
Signature:	Date:

Grant Number: SGC24112, County of Nevada

Attachment 4: Invoice and Progress Report Template

Please see CRC Invoice and Progress Report templates attached. An editable excel template will be provided to all Grantees by their SGC Grant Manager and will include the information below.

Grant Number: SGC24112, County of Nevada

CRC INVOICE COVERSHEET

Please see the CRC Invoice Coversheet form attached.

	Community Resilience Centers (CRC) Program
Enter an "x" in the	applicable report type.
Monthly Rein	nbursement Advance Pay
Reimbursement re	equests must:
1.	be submitted by the last day of the quarter and include costs from the previous quarter and/or on the date specified in grant agreement;
2.	be supported by documentation that fully substantiates costs;
3.	include the service period of costs;
4.	be submitted quarterly, even if zero expenditures are reported; and
5.	do not include any CRC Ineligible Costs
Grantee	Name: Invoice #:
Project	Name: Invoice Period:
	Service Period:
Remittance A	ddress:
	Invoice Date:
	Approval Date:
SGC (Grant #:
	Implementation Grant
	TASK 1: \$ -
	TASK 2: \$ -
	TASK 3: \$ -
	TASK 4: \$ -
	TOTAL \$ -
	Authorized
Prepared	Signer:
by:	X
Title:	Title:
Date:	Date:

Grant Number: SGC24112, County of Nevada

CRC INVOICE DETAIL

Please see the CRC Invoice Detail form attached.

Community Resilience Centers (CRC) Program

Invoice Detail: Non-Payroll

Indirect Cost Rate Type: NICRA %:

Service Period	Tasks	Cost Type	Cost Category	Vendor Name	Expense Description	Invoice Total	Supporting Document/Page #	Indirect Cost Rate	Total Cost
	,								

\$0.00

Invoice Detail: Payroll

Indirect Cost Rate Type: NICRA %:

Service Period	Task	Entity Name	Employee Name & Role	Hourly Rate	Total Hours	Total	Supporting Document/Page #	Indirect Cost Rate	Total Cost

\$0.00

Grant Number: SGC24112, County of Nevada

CRC PROGRESS REPORT

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O BE PRINTED ON	GRANTEE LETTER	RHEAD]			
Grantee Name:			Grant Number:		
Project Name:			1		
Invoice Number:		Invoice Period:	(Start Date)	(End Date)	
Work Plan Task #	Description of	Work Performed			
Task [#]	and refer to so	pecific deliverable at to denote the de	ork completed during this invoice period eliverables in the Budget and Work Plan of the deliverable submitted. Please also milestones in the upcoming period.		
ERTIFICATION by my signature belowed by the Grant California, that this above-mentioned fourposes and conditions.	ee. I declare u progress report Program are tru	nder penalty of pe , and any accomp le and correct to t	erjury, under the lo canying supporting he best of my kno	aws of the State of g documents, for t	
Print Name:		Print	Print Title:		
Signature:		Date	e:		

Grant Number: SGC24112, County of Nevada

Exhibit D, CRC Award Letter

Please see CRC Award Letter attached.



May 3, 2024

Amy Cobden County of Nevada 950 Maidu Avenue Nevada City, CA 95959 Amy.cobden@nevadacountyca.gov

Award Notification - Community Resilience Centers (CRC) Program, Round 1, Implementation Grant Award, County of Nevada, "Revitalizing Western Nevada County Veterans' Halls'

Dear County of Nevada and partners,

The California Strategic Growth Council (SGC) is pleased to inform you that the Council approved a Community Resilience Centers implementation award of \$10,000,000.00 to the County of Nevada for "Revitalizing Western Nevada County Veterans' Halls" at its April 24, 2024, meeting. Round 1 of CRC is funded by a FY 2022-2023 budget appropriation from the General Fund. This program funding increases opportunities for the communities most impacted by climate change to respond to climate emergencies and provide year-round services and programs to enhance both climate resilience and community resilience. SGC is committed to support community-driven projects and achieve equitable, resilient communities and landscapes for all Californians. Congratulations on your successful application.

This letter provides a conditional commitment of grant funds. CRC staff will initiate the Post-Award Consultation (PAC) process soon by scheduling a meeting with the Awardee and sending a review package including review checklists for implementation activities. This process will involve altering the scope of work to reflect the reduced award amount; addressing any outstanding issues identified by CRC staff, reviewers, and the interagency panel; and finalizing the grant agreement. Grantees and Partners will need to work closely and collaboratively with CRC Staff to address all issues prior to grant execution. All requested documentation and changes should be finalized within three (3) to four (4) months after the Council makes awards.

Following execution of the grant agreement, grant funds will be disbursed on a bi-monthly basis. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. CRC has been authorized to offer advanced payment to Grantees that are registered as 501(c)(3) nonprofit organizations, subject to meeting specified requirements, in accordance with AB 590 (Hart, 2023). We will follow up on the terms for accessing advance pay. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution. Further guidance on these topics is forthcoming.

We look forward to our partnership in the coming years. If you have any questions, please contact the Program Team at CRC@sgc.ca.gov.

Sincerely,

Lynn von Koch-Liebert **Executive Director**

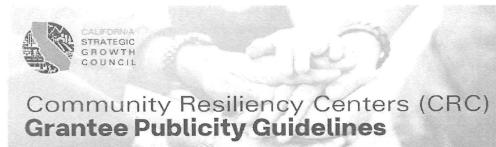
California Strategic Growth Council

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Grant Number: SGC24112, County of Nevada

Exhibit E, CRC Grantee Publicity Guidelines

Please see CRC Grantee Publicity Guidelines, attached.



Welcome to the CRC Grant Program!

Dear Round 1 Community Resilience Centers Grantee,

Congratulations, and welcome to the California Strategic Growth Council (SGC) Awardee Community, and on your CRC Grant award! All of your hard work has paid off! We look forward to working closely with you to fund neighborhood-level resilience centers.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, the Communications and External Affairs team at SGC has prepared this Grantee Publicity Guidelines document. As you plan communications, outreach, and events related to your CRC award, please utilize this resource.

If you are planning an event or announcement and need advice, assistance, or sample materials, please don't hesitate to contact your CRC Grant Manager and/or the CRC inbox at CRC@sgc.ca.gov.

Thank you for your inspiring work to implement collaborative, community-driven, place-based projects: your work will help build capacity to sustain climate action in your community. We look forward to partnering with you!

Publicity Guidelines

Please acknowledge the California Strategic Growth Council in all publications, websites, signage, invitations, and all media-related and public outreach products related to the CRC grant. Below are templates of boilerplate language used to describe what the SGC and CRC programs are.

For Long-Form Materials

Long-form materials are written content that is more than 1,000 words in length. For these types of documents use the following language:

Grant Number: SGC24112, County of Nevada

The California Strategic Growth Council's (SGC) Community Resilience Centers Program (CRC) funds neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. For more information, visit https://sgc.ca.gov/grant-programs/crc/.

For Short-Form Materials

Short-form materials are written content that is less than 1,000 words in length. For these types of documents, such as press releases, media advisories, social media posts, short case studies, flyers, etc., use the following language:

"[Project Name] is supported by the California Strategic Growth Council's Community Resilience Centers Program."

Visuals

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, posters, certain flyers, and sharable images for social media. In such cases, we encourage grantees to include the official SGC logo. When using SGC's logo, focus on creating the most color contrast between the logo and background to contribute to inclusive communications. For example, use the color version only when the logo appears on a light background; on backgrounds of a darker color, use the white version of the logo.

Signage

Grantees are encouraged to post signs on project construction sites stating that SGC is providing financing through the CRC Program in an appropriate location(s), typeface and size (consult the CRC team for best practices). Below is a sample of suggested language:

[PROJECT NAME]

"This Project has been made possible by financing from the Community Resilience Centers Program through the California Strategic Growth Council."

Please also include the SGC logo. Refer to the Visuals section above for logo guidelines.

Press Releases/Conferences

Grantees are encouraged to distribute press releases for major milestones throughout the lifecycle of the grant. If you would like a quote from SGC leadership for a press release, please submit the press release to the CRC Grant Manager at least two weeks before the release will be published.

Please alert SGC to any press conferences related to the grant by emailing your CRC Grant Manager. This allows CRC staff to try and attend, if approved by SGC management.

Photos

Grant Number: SGC24112, County of Nevada

We ask that grantees share between 8-12 high-resolution, color photos with their CRC Grant Manager during the lifecycle of their grant. These photos can include pictures of people involved with the project, the project area, and/or activities conducted during the grant term. Sending photos to SGC allows us to share photos of your project's progress across our communications platforms. We will attribute the photos to your organization and community.

Social Media

We encourage grantees to use social media to share the process of creating and developing a CRC proposal, as well as stages of the project's implementation. We love seeing grantees' progress from vision to reality. Please tag @CalSGC in all Tweets related to the grant; tag @California-Strategic-Growth-Council in all LinkedIn posts related to the grant; and on Facebook and other platforms, please mention the California Strategic Growth Council in content related to the grant. (Reference guidelines For Short-Form Materials above for sample language).

Our Digital Platforms

Twitter: twitter.com/CalSGC

Linkedin: linkedin.com/company/strategic-growth-council/

Website: sgc.ca.gov/

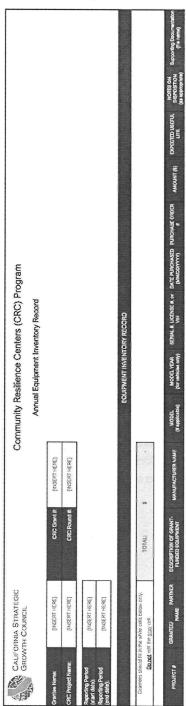
Stay in Touch!

The SGC team is here to help! We love to work with awardees to brainstorm communication strategies and outreach plans. By staying in contact with the CRC team, we can help make any event you plan a success! We can make leadership available for media interviews, coach you on how to pitch to media, help you identify reporters, and help secure participation by State officials. Contact the CRC Grant Manager any time you want to collaborate on any type of communication and outreach.

Grant Number: SGC24112, County of Nevada

Exhibit F, Equipment Inventory Record

Please see Equipment Inventory Record form attached.



Grant Number: SGC24112, County of Nevada

Exhibit G, Certificate of Compliance with Russia Sanctions

Please see SGC memorandum on Certificate of Compliance with Russia Sanctions attached.





2nd JOINT MEMO April 22, 2022

To: Executive Branch Departments and Agencies

Re: Executive Order N-6-22 regarding Sanctions Against Russia (¶¶ 4-5)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding sanctions against Russia and Russian entities and individuals. The EO directs all agencies and departments (Agencies) that are subject to the Governor's authority to take certain steps described below. Constitutionally independent state entities are encouraged to take these steps as well.

On March 16, 2022, the Department of General Services (DGS) and the California Department of Technology (CDT) issued a Joint Memo offering guidance for compliance with EO Paragraphs #1, #2, and #3.

This Joint Memo provides guidance to assist state agencies with compliance concerning EO Paragraphs #4 and #5. Agencies should continue to involve their legal counsel in compliance efforts and decisions and to keep written records in each applicable contract or grant file demonstrating compliance efforts.

Agencies are recommended to comply with EO Paragraphs #4 and #5 within 45 days of the date of this Joint Memo.

Defined Terms:

- "Contract" refers to all types of agreements and grants, regardless of form (e.g., Std 213, Std 65, Fi\$Cal PO, etc.).
- "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
- "Paragraphs" refers to the EO's operative paragraphs.

Compliance with Paragraphs #4 and #5:

Paragraph #4 within the EO provides:

All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at \$5 million or more, to report to the agency or department regarding their compliance with economic sanctions.

Grant Number: SGC24112, County of Nevada

Please note that since the March 2022 joint guidance memo, the federal government has imposed new sanctions on Russia and Russian entities and individuals. Agencies are advised to regularly check the U.S. Department of the Treasury's list of sanctioned individuals and entities at the following sites:

- https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions;
- https://home.treasury.gov/news/press-releases/jy0608; and
- https://home.treasury.gov/policy-issues/financial-sanctions/recent-actions.

Agencies may wish to sign up for email updates from the U.S. Department of the Treasury as well.

Paragraph #5 within the EO provides:

All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at \$5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

In order to comply with Paragraphs #4 and #5 of the EO:

- Agencies should identify all current contracts and grants valued at \$5 million or more
 - "Valued at \$5 million or more" includes contracts and grants with a value to the contractor or grantee of \$5 million or more, even if the amount paid by the Agency to the contractor or grantee is less than \$5 million or is zero. This includes, but is not limited to, revenue-generating agreements, in-kind agreements, concessions, and agreements where the contractor receives payments from the public or a third party.
 - For example, in some recycling contracts, the state does not make any
 payments to the contractor, but the value of the contract is based on the
 monetary value to the contractor of the recycled materials they collect
 from the state. See, e.g., State Contracting Manual volume 1, sections
 3.16.B and 7.45.
- Agencies should determine the appropriate addressee names and addresses for notices and information related to such contracts and grants.
- Agencies must notify such contractors and grantees of the reports contemplated in EO Paragraphs #4 and #5 and how to they can submit them (see a template notice below). Agencies should recommend that contractors/grantees consult their own legal counsel as needed regarding compliance with sanctions and reporting to the state.

Grant Number: SGC24112, County of Nevada

- While the EO is silent on a timeframe in which to notify such contractors and grantees about EO Paragraphs #4 and #5, it is recommended that Agencies do so within 45 days of the date of this Joint Memo.
- Attached is a template notice and contractor/grantee response form that
 Agencies should use for EO Paragraphs #4 and #5. These notices may be sent
 and responded to electronically.
- Agencies should ensure the notice clearly informs contractors/grantees where to send their reports.
- · Agencies should keep track of contractor and grantee reports.
- Agencies that have more than one contract/grant valued at \$5 million or more
 with a single contractor/grantee may send and receive one EO Paragraph #4 and
 #5 notice and report for each such contractor/grantee; however, each applicable
 contract/grant file should include copies of the response form and report.
- Please note that for contracts issued by DGS or CDT on behalf of an Agency, the Agency is responsible for sending the EO Paragraph #4 and #5 notices and receiving contractor reports.
- For Leveraged Purchase Agreements (LPAs), DGS will issue the EO Paragraph #4 and #5 notices for Contracts with statewide usage valued at or above \$5 million. DGS will then provide Agencies with the list of LPA contractors DGS contacted. If, after receiving that list, an Agency determines it has any LPA Contracts valued at or above \$5 million that are not on the DGS list, the Agency is responsible for issuing the EO Paragraph #4 and #5 notices for those.

Further Guidance and Contacts:

DGS and CDT will issue further guidance shortly regarding EO Paragraph #6, including language for future contracts and solicitations.

For questions relating to CDT contracts, please contact:

Lisa Cooper Office of Legal Services lisa.cooper@state.ca.gov

For other questions regarding this Memo, please contact your DGS-OLS assigned attorney.

<u>Attachment</u>: Template Notice to Send to Contractors and Grantees of Agreements Valued at \geq \$5 Million (EO Paragraphs #4 and #5)

Grant Number: SGC24112, County of Nevada

Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ \$5 Million (EO Paragraphs #4 and #5)

April XX, 2022

[Name Here]
[Title Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]
[email address]

RE: Contractor and Grantee Report on Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state contractors and grantees with agreements valued at \$5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

The EO also directs all agencies and departments that are subject to the Governor's authority to direct that their grantees and contractors with agreements valued at \$5 million or more to report on the steps they have taken in response to Russia's actions in Ukraine

Please review the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in the EO, the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), and sanctions imposed under state law, if any. Once complete, please report to the state regarding your compliance with the economic sanctions imposed by the U.S. government, as well as sanctions imposed under state law, if any, using the attached reporting form and return it <a href="withingood.org/withingood.or

Grant Number: SGC24112, County of Nevada

COMPLIANCE WITH ECONO	MIC SANCTIONS IN RESPONSE T	O RUSSIA'S ACTIONS IN UKRAINE

MIFEIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO R	COOLA O AOTIONO IN ORGANIL
Contract Number(s) and/or Grant Number(s):(Atta	ach additional page as needed)
Per Executive Order N-6-22, all contractors and grantees that \$5 million or more with agencies/departments subject to the Care directed to report to their contracting or grantor agency of compliance with economic sanctions imposed by the U.S. Russia's actions in Ukraine, as well as sanctions imposed under the contractions of the contractions in the contractions in the contractions in the contraction of the co	alifornia Governor's authority r department regarding their government in response to
Please insert the contractor/grantee name and Federal ID complete the notice and attach a report as described below.	Number (if available) and
NOTICE	
Having conducted a good faith review, I attest that the contract with the economic sanctions imposed by the U.S. governmentations in Ukraine, as well as sanctions imposed under state	ent in response to Russia's law, if any.
Contractor/Grantee Name (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	<u> </u>
Printed Name and Title of Person Signing	

Please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records

Act. Accordingly, it is within the discretion of the respondent to determine what
information to provide. Additionally, please do not include any confidential
information or disclosures that could pose security risks.

Date

Grant Number: SGC24112, County of Nevada

Exhibit H, CRC Implementation Grant Awardee Readiness Checklist

An editable template will be provided to all Grantees by their SGC Grant Manager and will include the information below.



Grantee:

Community Resilience Centers (CRC) Program

Round One Implementation Grant Awardee Readiness Checklist

roject Name:			

√ if Complete	√if N/A	Deliverable	Deadline
		Application Documentation Requested: Missing Application Documentation requested (e.g., Co-Applicant financial capacity documentation), if relevant. Specific Documents:	Before Grant Agreement Execution
		Resolution: Signed Resolution for Projects where Grantee is public agency submitted, if relevant.	Before Grant Agreement Execution
		Post Award Consultation (PAC): PAC consultation meeting scheduled with Grantee to finalize Project Workbook. *Please note there may be multiple revisions requested to finalize the Project Workbook for the Grant Agreement Execution	Before Grant Agreement Execution
		Submission of Missing Documentation: Missing application documentation submitted.	Before Grant Agreement Execution
		Final Project Workbook: Final version of Project Workbook submitted – revisions to Workplan and Budget complete.	Before Grant Agreement Execution
		Leveraged Funding Documentation: Appropriate documentation of leveraged funding (evidence of committed additional funding) submitted, if relevant and requested by SGC.	Before Grant Agreement Execution
		Procurement Policy: The Grantee has reviewed SGC's Procurement Policy to ensure the Grantee plans to follow procurement norms that meet SGC standards.	Before Grant Agreement Execution
		Partnership Agreement: The finalized and executed Partnership Agreement outlining the governance and decision-making of the Collaborative Stakeholder Structure submitted.	Before Grant Agreement Execution

Grant Number: SGC24112, County of Nevada



Community Resilience Centers (CRC) Program

Round One Implementation Grant Awardee Readiness Checklist

	<i>See:</i> Partnership Agreement Post Award Consultation Checklist	
	Memorandum of Understanding (MOU) for Multiple Jurisdictions: Executed MOU outlining how all public agencies and Tribal governments who collectively have jurisdiction over the entire Project Area will effectuate and manage the grant submitted, if relevant.	Before Grant Agreement Execution
	Note: This is required for Grantees whose Project Areas cross municipal boundaries, federally recognized Tribal territory boundaries, or similarly relevant jurisdictional boundaries.	
	Payee Data Record: Form STD 204 completed.	Before Grant Agreement Execution
	Site Control: Site control documentation submitted. Note: Grantees that want to establish facilities or expand existing facilities on property not owned by Grantee, must prove a legally binding commitment or letters of commitment to sell that clearly states the ownership or leasehold interests of the parties. Projects with more than one facility, must demonstrate all facilities identified have the same owner. See: CRC Round 1 Program Guidelines, Appendix E: Site Control, for methods Grantees may use to demonstrate site control.	Before Grant Agreement Execution
	Permits: Grantee has demonstrated how they plan to obtain all the permits required to implement all proposed components of the Project within the grant term.	Before Grant Agreement Execution
	Facility Condition Assessment (FCA): FCA documentation submitted and approved by SGC, if relevant. Note: All Grantees whose Project includes an existing facility must provide a Facility Condition Assessment (FCA) conducted by a licensed professional. See: CRC Round 1 Guidelines, Appendix G: Facility Condition Assessments, for more information on this	Before Grant Agreement Execution

Grant Number: SGC24112, County of Nevada



Community Resilience Centers (CRC) Program Round One Implementation Grant Awardee Readiness Checklist

	requirement and what needs to be included in an FCA.	
	Grant Agreement & Tribal Grantee: Implementation Grant Agreements for CRC Projects where the Grantee is a Federally recognized Native American Tribe will include language giving SGC a right to sue the Tribe for breach of the Grant Agreement in California state courts.	Before Grant Agreement Execution
	Grant Execution: Implementation Grant Agreement signed.	Before Grant Agreement Execution
	Advance Pay: Additional documentation to meet requirements for advance payment submitted, if relevant.	Before Receiving Advance
	CRC Grant Management Manual: Review CRC Grant Management Manual.	When Provided by SGC

Grant Number: SGC24112, County of Nevada

Exhibit I, CRC Grant Term Requirements Summary

Please see the CRC Grant Term Requirements Summary attached.



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Project Name:

Grantee:

Directions: This checklist tracks the completion of grant and project requirements. All applicable requirements must be completed and confirmed with SGC before receiving final reimbursement and before final grant closeout. The checklist includes components to be completed within the grant term, including components that must be completed prior to Project implementation. The checklist will be updated and maintained by the SGC Grant Managers as Grantees complete deliverables.

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Capital Project Readiness Requirements			
Project Schedule: For each Capital Project, Grantees must provide a baseline project schedule prior to implementation of that Project. The project schedule must include project activities and durations and must be broken down in sufficient detail to manage the work.			
Project Site Analysis: Grantee must conduct a project site analysis demonstrating the road capacity around the proposed CRC Project Site, a land-use analysis for compatibility or an existing planning document that identifies the potential sites for these uses such as a community-specific plan, and consultation with emergency service providers about site location (especially for emergency ingress and egress).			
Current Facility Floor Plans: Grantees must submit current CRC Facility Floor Plans that detail space for features identified in the proposal (e.g., seating, storage of emergency supplies, potential battery storage, etc.). The floor plan must detail the required features as outlined in Section 5.4 of the CRC Round 1 Program Guidelines.*			
California Environmental Quality Act (CEQA) Compliance Documentation: Grantees must complete an environmental review. Documentation of CEQA compliance must be provided to the SGC within the first year of the grant term to establish capital project readiness prior to Project implementation and before beginning construction. For Projects that are categorically or statutorily exempt, the following documentation is required: An approved CEQA Notice of Exemption (NOE) OR documentation that the Project is CEQA compliant.			
Additional Requirements: The State may request additional documentation to assess site readiness and Project feasibility.			
Program Requirements During Term of Grant Agreement	Task ≢ or Deliverable File Name	Date Completed	Date Approved
CRC Facility Function and Features Requirements			
Project Area Map: Grantees must update and finalize their Project Area maps to include any changes to the defined Project Area. The Project Area must encompass the CRC Facility, Campus Amenities connected to the CRC Facility, and community resilience services and programs based out of the CRC Facility.			
Campus Amenities included as part of a Project must be on the same parcel as the CRC or an adjoining parcel of a CRC, OR be within a one-mile radius of the CRC and be along a route that is accessible as defined by the CRC Round 1 Program Guidelines. Updated Project Area maps should reflect these requirements. Please see Section 6.5 of the Program Guidelines for additional detail.			
Required Functions: By the end of the grant term, all CRC facilities must meet the required functions as outlined in Section 5.4 of the CRC Round 1 Program Guidelines.*			

Grant Number: SGC24112, County of Nevada



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Required Features: By the end of the grant term, all CRC facilities must include the required features as outlined in Section 5.4 of the CRC Round 1 Program Guidelines.*			
Section 5.4 of the CRC Round 1 Program Guidelines.			
Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
CRC Programs and Plans			
Community Resilience Services and Programs: Services and programs that operate out of the CRC Facility should build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public. Grantees must offer Community Resilience Services and Programs until the completion of the CRC grant term.			
Operations and Maintenance Plan: By the end of the grant term, Grantees must update and finalize an operations and maintenance plan, detailing indebtedness for all properties.			
CRC Year-Round Community Resilience Plan: Finalized CRC Year-Round Community Resilience Plan. The plan must outline services and programs operating out of the CRC year-round to ensure ongoing usage of the CRC. A draft of the plan was required in the CRC Implementation Grant proposal, and final plan is due by end of grant term.			
CRC Emergency Plan:			
Completed CRC Emergency Plans will be due at the end of the grant term and must include all the components outlined on p. 25 of CRC Round 1 Program Guidelines. The plans should demonstrate how the facility serves (or could serve) the local community during emergency activations. CRC Emergency Activation and Operation Plan during emergencies CRC Building Emergency Evacuation Plan (CalOSHA compliant)			
	Task # or		
Program Requirements During Term of Grant Agreement	Deliverable File	Date Completed	Date Approved
Emergency Activation Coordination			
Coordination with County (Signed MOU or MOA):		Γ	
Grantees must coordinate with their County Office of Emergency Services, or relevant emergency management and planning departments for the County to determine procedures for emergency activation. This coordination is an ongoing requirement during the Grant term. • By the end of the Implementation Grant term, Grantees must turn in a signed Memorandum of Understanding or Memorandum of Agreement (MOU/MOA) with County entities which either (1) details emergency activation procedures for the CRC, or (2) identifies the CRC as a shelter resource in a county/regionally developed Emergency Operations Planning (EOP) document.			
		1	

Grant Number: SGC24112, County of Nevada



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Program Requirements During Term of Grant Agreement	Deliverable File Name	Date Completed	Date Approved
Long Term Use of the CRC Facility			
Long Term Use Documentation: By the end of the second year of the grant term, Grantee must provide the SGC with a recorded deed restriction, Memorandum of Unrecorded Grant Agreement (MOUGA), or Notice of Unrecorded Grant Agreement for each site acquired or improved upon with funding provided under this Grant Agreement.			
The recorded deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement must demonstrate the site's dedicated use as a community-serving facility for a minimum of 15 years after Project implementation is complete.			
Leased facilities must provide both a copy of the lease and a signed letter of commitment from the landowner giving permission to develop the proposed Project and provide long term maintenance, as applicable, satisfactory to the SGC.			
Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Project Reporting Requirements			
Annual Reports: Grantees must provide an annual report at the end of each year of the grant term. The annual report includes: a leveraged funding report, if applicable; an equipment inventory of purchased equipment, if applicable; an annual summary report; and any indicator tracking data required for program evaluation.			
Final Report: When the Project is completed, Grantee must submit a Final Report with the last invoice. See CRC R1 Program Guidelines and CRC Grant Management Manual.			
Reporting on Ownership: Grantees must report on equipment, vehicles, and infrastructure purchased or leased with grant funds in accordance with the terms of the Grant Agreement. Please see Sections 25 – 28 of the Grant Agreement, p. 67 of the CRC R1 Program Guidelines, and the CRC Grant Management Manual for details and requirements.			

Task # or

Date

^{*}Projects located in rural communities for whom these requirements present a hardship may request modifications, with justification, for asterisked (*) functions or features in Section 5.4 of the CRC Program Guidelines. In these cases, Grantees must name the asterisked function or feature, provide context for the specific hardship, propose a relevant and feasible modification, and submit a request to SGC staff. Staff will review such requests on a case-by-case basis.

Grant Number: SGC24112, County of Nevada



	Grantee Certification	
Grantee certifies that the information con	stained herein is true and accurate, that all funds were expended for th	he purposes of this Project, and that the
	ant Agreement. Grantee further certifies that all Project deliverables h rein are allowed under the terms of the Grant Agreement.	nave been completed and that any
	Authorized Signature	
Grantee Authorized Representative:		
Phone #:		
Email:	Grantee Signature	Date
	SGC Grant Manager Certification	5
	rmation contained herein is true and accurate to the best of their know	
	rmation contained herein is true and accurate to the best of their known rant Manager further certifies that they have verified that all Project d	
the terms of the Grant Agreement. SGC G		
the terms of the Grant Agreement. SGC G	rant Manager further certifies that they have verified that all Project d	
the terms of the Grant Agreement. SGC G compliance with the Grant Agreement.	rant Manager further certifies that they have verified that all Project d	

Grant Number: SGC24112, County of Nevada

Exhibit J, Partnership Agreement

Please see Grantee Partnership Agreement attached.

Grantee shall ensure all Partners sign a revised CRC Partnership Agreement within four months of grant execution or no later than August 31, 2025. This revised Partnership Agreement shall be to a standard mutually acceptable to both CRC staff and the Grantee, in compliance with CRC Round 1 Guidelines, and shall reflect at a minimum the changes requested by CRC staff during the Post Award Consultation Process. The Grantee must send the final CRC Partnership Agreement signed by all Partners to SGC by August 31, 2025. The final signed CRC Partnership Agreement shall be included as an amendment to this grant agreement. Until the revised Partnership Agreement is signed by all Partners, the Partnership Agreement attached shall provide the basis for the collaborative governance of the CRC grant.