

## CONTRACT FOR SERVICES

DESCRIPTION: Revenue contract to support Nevada County's operations costs for a Navigation Center Pilot in Truckee including lease costs, tenant improvement costs, and contract with Volunteers of America for the provision services including shelter, interim beds, day center services and supportive services to the homeless population in the North Lake Tahoe-Truckee region.

BEGINS: 01/01/2026  
ENDS: 12/31/2026

ADMINISTERING AGENCY: Nevada County Behavioral Health

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This is an Agreement made and operative as of the 01/10/2026, between **Fellowship of Compassion**, a non-profit registered church, hereinafter referred to as ("FUNDING ENTITY"), and **County of Nevada, Department of Behavioral Health**, a political subdivision of the State of California, hereinafter referred to as ("CONTRACTOR"). Together FUNDING ENTITY and CONTRACTOR are ("PARTIES").

WHEREAS, this One Year Navigation Center Pilot Funding Agreement ("Agreement") establishes a shared commitment between FUNDING ENTITY and CONTRACTOR and outlines the responsibilities of CONTRACTOR to coordinate implementation, operations, oversight, and evaluation of the One-Year Pilot Navigation Center ("Pilot") in Truckee, CA.

WHEREAS, PARTIES desire to implement Pilot to provide interim and drop-in shelter beds, day services, and case management to individuals experiencing homelessness in the Truckee/North Tahoe region, which includes the eastern portion of Nevada and Placer Counties. The project is a priority action of the *Tahoe Truckee Homeless Action Plan (2025)* and reflects a coordinated regional commitment to improve crisis response and reduce homelessness.

WHEREAS, PARTIES wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** CONTRACTOR agrees to provide interim and drop-in shelter beds, day services, and case management to individuals experiencing homelessness in Truckee/North Tahoe, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference. These services may be provided by subcontractors.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.
3. **PAYMENT:** FUNDING ENTITY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total

amount of this Contract and payments made under this Agreement shall not exceed **\$332,057.**

4. **INVOICES:**

- 4.1. CONTRACTOR shall provide invoices to the FUNDING ENTITY as outlined in Exhibit B.
- 4.2. Invoices for payment shall be on the invoice provided by FUNDING ENTITY or on CONTRACTOR'S letterhead and shall include the CONTRACTOR name and remittance address, a unique invoice number, and a list of expenses with dollar amounts in accordance with Exhibit B. Invoices for payment shall be submitted to the following address or via email to the address below:

Fellowship of Compassion  
12030 Donner Pass Road #1-323  
Truckee, CA 96161  
415.529.1407

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, then base agreement. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
6. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for performing services pursuant to this Agreement. At FUNDING ENTITY's discretion, FUNDING ENTITY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement. If FUNDING ENTITY funds equipment as part of this Contract, FUNDING ENTITY will retain Equipment.
7. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable County, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall maintain accounting systems and financial records that accurately account for and reflect all funds received. CONTRACTOR'S records shall reflect the expenditure and accounting of said funds in accordance with all applicable State laws and procedures for expending and accounting for all funds and receivable.
8. **RIGHT TO MONITOR AND AUDIT:** FUNDING ENTITY shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. FUNDING ENTITY shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. FUNDING ENTITY will have the right to review financial and programmatic reports.
9. **CONTRACT TERM:** This Agreement shall remain in full force and effect from 01/01/2026- through 12/31/2026.

10. **TERMINATION:** Either Party may terminate this Agreement at a date prior to the renewal date specified in this Agreement by giving sixty "60" days written notice to the other Party. If the funds relied upon to undertake activities described in this Agreement are withdrawn or reduced, or if additional conditions are placed on such funding, either Party may terminate this Agreement within 60 days by providing written notice to the other Party. The termination shall be effective on the date specified in the notice of termination.
11. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to FUNDING ENTITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to FUNDING ENTITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.
12. **RECORDS:**
  - 12.1. This provision is intended to provide the minimum obligations with respect to records. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
  - 12.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records
  - 12.3. Upon completion or termination of this Agreement, if requested by FUNDING ENTITY, CONTRACTOR shall deliver originals or copies of all records to FUNDING ENTITY.
13. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between FUNDING ENTITY and CONTRACTOR. CONTRACTOR shall be responsible for all applicable State and Federal income and, payroll taxes and agrees to provide any workers' compensation coverage required by applicable State laws for its agents and employees for all work performed under this Agreement.
14. **SUBCONTRACTORS:** CONTRACTOR may subcontract the services it provides pursuant to this Agreement. Any subcontractors providing services under this Agreement must also comply with the terms and conditions set forth herein.
15. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements for this Agreement.
16. **CONFIDENTIALITY of RECORDS and INFORMATION:** CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold FUNDING ENTITY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
17. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to FUNDING ENTITY:

Fellowship of Compassion  
12030 Donner Pass Road #1-323  
Truckee, CA 96161  
415.529.1407

If to CONTRACTOR: Cari Yardley, Acting Director  
Nevada County Behavioral Health  
500 Crown Point Circle, Suite 120  
Grass Valley, CA 95945  
530.265.1437

Changes in contact person or address information shall be made by notice, in writing, to the other party.

18. **NONDISCRIMINATION**: During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
19. **TIME OF PERFORMANCE**: CONTRACTOR agrees to complete all work and services in a timely fashion.
20. **ENTIRETY OF AGREEMENT**: This Agreement contains the entire agreement of FUNDING ENTITY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
21. **GOVERNING LAW AND VENUE**: The parties enter into this Agreement in the County of Nevada, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Nevada County Superior Court or the United States District Court, Eastern District of California.
22. **CONTRACTOR NOT AGENT**: Except as FUNDING ENTITY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of FUNDING ENTITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind FUNDING ENTITY to any obligation whatsoever.
23. **SIGNATURES**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed

contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

***//Signatures on following page***

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA (“CONTRACTOR”)\*  
ENTITY”)

Fellowship of Compassion (“FUNDING

_____		_____
Lisa Swarthout, Chair Nevada County Board of Supervisor		Cindy Basso, President Fellowship of Compassion
Date: _____		Date: _____
Approved as to Form Office of Nevada County Counsel		
_____		_____
Date: _____		

**SCOPE OF SERVICES**

**1. PROGRAM DESCRIPTION**

The One Year Navigation Center Pilot (Pilot) will provide interim and drop-in shelter beds, day services, and case management to individuals experiencing homelessness in the Truckee/North Tahoe region, which includes the eastern portion of Nevada and Placer Counties. The Pilot will be in Truckee and serve the needs of the North Tahoe and Truckee region. The project is a priority action of the *Tahoe Truckee Homeless Action Plan (2025)* and reflects a collaborative regional commitment to improve crisis response services for people experiencing homelessness and reduce homelessness through case management and housing navigation services.

Fellowship of Compassion will serve as the fundraising entity for this project to provide gap funding and future fundraising for sustainability, if the Pilot is successful and continues for multiple years. Funds from Fellowship of Compassion will compliment funds contributed by the jurisdictional funding partners.

The funding partners for the One Year Navigation Center Pilot include:

- Town of Truckee
- Tahoe Forest Hospital District (TFHD)
- Nevada County
- Placer County

The service operator is Volunteers of America Northern California and Northern Nevada (VOA).

**2. RESPONSIBILITIES**

The five (5) funding partners/Contractors (Town of Truckee, Nevada County, Placer County, Tahoe Forest Hospital District, and Fellowship of Compassion) commit to sharing responsibility for the success of the Pilot. Fellowship of Compassion will provide fundraising efforts to address gap funding.

**Measures of Success**

Success of the One Year Navigation Center Pilot will be evaluated based on collection (by VOA and partners) of the following metrics:

- Housing and Stability

- # of people moved from homelessness to permanent or longer-term housing
- # and % of participants coming back into the shelter
- Average length of stay before transition to stable housing
- Service Access
  - # of individuals connected to case management and wraparound services, obtaining key benefits (e.g., CalFresh, Medi-Cal, behavioral health)
  - % of participants connected to employment, training, or income support for housing
  - # of participants completing referrals (medical, behavioral health, recovery, etc.)
  - # of individuals using transportation services
- Health and Safety
  - # of emergency room visits among participants
  - # of law enforcement contacts/police calls involving unsheltered individuals
  - # of participants accessing behavioral health or substance use treatment (VOA, Nevada & Placer County)
  - # of referrals to primary care and other medical services
- Community and Neighborhood Support
  - Measure neighborhood support through HOA managed survey process
  - # of volunteers and hours contributed to the Center
- Financial Sustainability
  - Pilot has a funding plan in place to sustain operations for future years

The day-to-day project management of the Pilot will be the responsibility of Volunteers of America. Nevada County will provide routine support and oversight to VOA as the contract manager, but all significant or non-routine operational challenges will be brought to the Pilot Coordinating Team (PCT) and funding partners/Contractors will work together to address concerns.

Additionally, fiscal responsibility for the project will be shared equally by funding partners/Contractors with agreement that any costs above the approved Project Budget must be authorized by the PCT. If additional funding is needed, and approved by the PCT, the funding partners/Contractors will share responsibility for ensuring resources are available to pay for approved increased costs.

The specific responsibilities of the CONTRACT HOLDER (Nevada County) are as follows:

- Develop, execute and manage contract with VOA, including ensuring appropriate delivery of contracted services, appropriate program reporting and timely payment of invoices for services
- Lease facility at 12315 Deerfield Drive, Truckee, Ca to be used for the Pilot project, including negotiating lease terms, executing lease agreement and managing facility issues that arise

- Work with Landlord of property and VOA to ensure Tenant Improvements are designed and completed to the standards necessary for safe and efficient operations of the Pilot program
- Execute contracts with each Funding Entity to ensure fiscal stability for the project as well as agreed upon roles and responsibilities
- Share fiscal and programmatic updates (data based on metrics of success) with the Pilot Coordinating Team
- Manage invoicing and payments to ensure responsible fiscal operations for the Pilot project
- Ensure project is managed in compliance with applicable state, federal, and local regulations
- Provide funding in the amount of \$360,000 towards the Pilot Project budget
- Commit to contain costs within approved Pilot Program Budget or to share responsibility with other Funding Entities for any cost increases that are approved by the Pilot Coordinating Team
- Serve on the Pilot Coordinating Team and work with partners on this team to surface any operational concerns and to share responsibility for defining solutions.
- Participate in Truckee Tahoe Homeless Action Coalition
- Support the work of the Fellowship of Compassion and other Community Based Organizations that are fundraising for Pilot program gap funding.
- Agree to consider funding any deficit between fundraising income and agreed upon approved Project Budget costs or delay executing contract with VOA until all funds are received.
- Work with Pilot Coordinating Team, and TTHAC, on planning for Year Two operations and sustainable funding
- Provide linkages to Nevada County Behavioral Health services and other relevant County services, including assessments and treatment on site when possible
- Support neighbor and community outreach
- Ensure alignment with Nevada County homeless response system
- Support VOA with data tracking and development of program updates at the six and 12 month period to the Pilot Coordinating Team and TTHAC.

The specific responsibilities of Fellowship of Compassion are as follows: Provide funding towards the Pilot Project budget, paid directly to Nevada County.

Funding will be provided based on invoices from Nevada County to cover gaps in funding.

- Participate in Truckee Tahoe Homeless Action Coalition
- Coordinate and lead fundraising efforts for Pilot program gap funding needs.
- Work with Pilot Coordinating Team on planning for Year Two operations and sustainable funding

**PAYMENT PROVISIONS**

For the pilot year, FUNDING ENTITY will pay CONTRACTOR (\$332,057) during which Pilot Services are provided as set forth in Exhibit A – Scope of Services. Initial payments will occur after invoices from Nevada County are received. Invoices will be sent quarterly based on projected expenses.

**INSURANCE AND INDEMNITY REQUIREMENTS**

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.

2. **INSURANCE:**

FUNDING ENTITY understands and agrees to the following: in accordance with Government Code section 990 and Labor Code Section 3700, the CONTRACTOR has elected to self-insure or participate in risk pools for general, auto, medical malpractice, and worker’s compensation liabilities. Under this form of insurance, the CONTRACTOR and its employees acting in the course and scope of employment are covered for tort and worker’s compensation liability arising out of official CONTRACTOR business and only in connection to this agreement to include operating motor vehicle for official CONTRACTOR business (California Vehicle Code Section 17000 and 17001). All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board, Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.) Internet link:

<https://www.mynevadacounty.com/869/Filing-Claims-Against-the-county>

CONTRACTOR understands and agrees to the following: in accordance with Government Code section 990 and Labor Code Section 3700, FUNDING ENTITY has elected to insure, self-insure, or participate in risk pools for general, auto, medical malpractice, and worker’s compensation liabilities. Under this form of insurance, FUNDING ENTITY and its employees acting in the course and scope of employment are covered for tort and worker’s compensation liability arising out of official FUNDING ENTITY business and only in connection to this agreement to include operating motor vehicle for official FUNDING ENTITY

business (California Vehicle Code Section 17000 and 17001). All claims against FUNDING ENTITY based on tort liability should be presented as a government claim to the Clerk of the Board (Gov. Code Section 900, et. Seq.).