



RESOLUTION No. 25-512

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND INTERFAITH FOOD MINISTRY OF NEVADA COUNTY IN THE AMOUNT OF \$496,900 FOR SERVICES RELATED TO THE CALIFORNIA STRATEGIC GROWTH COUNCIL'S COMMUNITY RESILIENCE CENTERS PROGRAM, DELEGATING AUTHORITY TO THE DIRECTOR OF FACILITIES, OR DESIGNEE, TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS, AND DIRECTING THE AUDITOR-CONTROLLER TO ENCUMBER THE FUNDS AND AMEND THE FISCAL YEAR 2025/26 CAPITAL FACILITIES BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Nevada County Board of Supervisors accepted funding from the California Strategic Growth Council's Community Resilience Centers (CRC) grant program under Resolution 25-155 in April 2025; and

WHEREAS, on October 14, 2025, the Board of Supervisors adopted Resolution 25-490 approving the CRC Partnership Agreement, which established the Collaborative Stakeholder Structure for the "Revitalizing Western Nevada County Veterans Halls" project and formalized the roles and responsibilities of nonprofit partners including Interfaith Food Ministry of Nevada County (IFM); and

WHEREAS, the CRC grant includes funding for services and programming included in the "Revitalizing Western Nevada County Veterans Halls" Project provided through partnerships with local nonprofit organizations; and

WHEREAS, IFM has been identified as a key partner in the CRC Collaborative Stakeholder Structure and will provide services including food distribution, community meals, food rescue, outreach, education, and emergency response; and

WHEREAS, the County and IFM have negotiated a Professional Services Contract in the amount of \$496,900 for the term beginning October 28, 2025, and ending April 25, 2030, to support the implementation of the CRC grant deliverables as outlined in Exhibit A of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California:

1. Approves and authorizes the Professional Services Contract between the County of Nevada and Interfaith Food Ministry of Nevada County in the amount of \$496,900 for services related to the CRC Program "Revitalizing Western Nevada County Veterans Halls" project.
2. Approves and authorizes the Director of Facilities, or designee, to sign and execute the Contract and related documents.

3. Directs the Auditor-Controller to encumber the funds and to amend the Fiscal Year 2025/26 Capital Facilities Budget as follows:

Increase:

0101-10801-416-1000	445200	\$496,900
0101-10801-416-1000	521520	\$496,900

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of October 2025, by the following vote of said Board:

Ayes: Supervisors Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: Heidi Hall.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By:



Heidi Hall, Chair

Administering Agency: Nevada County Facilities Department, Information & General Services

Contract No. _____

Contract Description: Services Related to the California Strategic Growth Council (SGC) Community Resilience Centers Program “Revitalizing Western Nevada County Veterans Halls” Project.

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of October 14, 2025 by and between the County of Nevada, ("County"), and Interfaith Food Ministry of Nevada County ("Contractor") (together, “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed four hundred ninety-six thousand nine hundred Dollars (\$496,900).**
3. **Term** This Contract shall commence on October 28, 2025. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: April 25, 2030.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated

Damages **shall not** ☐ **shall apply** to this contract. If Liquidated Damages are applicable to this contract, the Terms are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions and information technology security provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses,

permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** 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 Contract. 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 Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
 17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
 18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
 19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
 20. **Levine Act** This contract ☐ shall not ☒ shall be subject to compliance with Government Code Section 84308 (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit G, attached hereto.
 21. **Subrecipient** This contract ☒ shall not ☐ shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. Subrecipient and Contractor determinations
 22. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, this contract ☒ shall not ☐ shall qualify for debarment suspension monitoring. Contractor shall provide proof of debarment compliance if requested by the County. In addition, the County may (at anytime during the term of the Contract) screen the Contractor at www.sam.gov to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 23. **Financial, Statistical and Contract-Related Records:**
 - 23.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to

this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

23.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Comptroller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

23.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

24. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. Notwithstanding anything to the contrary herein, if state or federal funds that County intended to use for payment under this Contract are canceled, reduced, or otherwise made unavailable, County shall have the right to immediately terminate this Contract upon written notice to Contractor. In such an event, County shall pay Contractor for all services satisfactorily performed up to the date of termination in accordance with the terms of this Contract, and Contractor shall have no further claims against County due to such termination.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
25. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.' Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
26. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
27. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
28. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
31. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.

32. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

33. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

34. **Information Technology Security Requirements** This contract ☐ shall not ☒ shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

35. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

Responsibilities and Training:

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor's machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor's benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion.

36. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Information and General Services, Facilities Department		Interfaith Food Ministry of Nevada County	
Address:	950 Maidu Ave.	Address	440 Henderson St
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Grass Valley, CA 95945
Attn:	Andy Blakeslee	Attn:	Phil Alonso
Email:	Andy.blakeslee@nevadacountyca.gov and facilities@nevadacountyca.gov	Email:	PhilED.IFM@gmail.com
Phone:	(530) 265-1238	Phone:	530-273-8132

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or designee

CONTRACTOR: Interfaith Food Ministry of Nevada County

By: _____ Date: _____

Name: Phil Alonso

* Title: Executive Director

By: _____ Date: _____

Name: Amy Mathews

* Title: Board Secretary

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services**
- B. Schedule of Charges and Payments**
- C. Insurance Requirements**
- D. Additional Funding Terms and Conditions**
- E. Levine Act Compliance**
- F. Information Technology Security**
- G. Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans' Halls Project**

Summary Page

EXHIBIT A

SCHEDULE OF SERVICES

Contractor shall provide all services as outlined in the “PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE REVITALIZING WESTERN NEVADA COUNTY VETERANS’ HALLS PROJECT” included as Exhibit G.

Contractor 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.

	<i>Workbook Subtask</i>	<i>Deliverable</i>
1.	2A/B. 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. 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.	2D. 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 at the CRC site; 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 newsletters, social media posts, print media, radio, and

		website; Save/print a copy of the outreach materials used for Drive-Thru events held at the Vets Hall site; and Record a summary of foods collected during Drive-Thru events at the 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.	3E. 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 the Vets Hall site; and Record a summary of foods collected during Drive-Thru events at the Vets Hall site.
9.	4A. 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.	4C. 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.
12.	Other	Purchase and Installation of Freezer at IFM facility

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s). Time and materials contracts should request supporting documentation sufficient to substantiate amounts billed including detailed time logs or timesheets indicating hours and activities worked on by each employee, invoices for materials purchased with supporting receipts, and a summary of work performed, or deliverables achieved.

Submit all invoices to:

Nevada County
Facilities Department
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Andy Blakeslee
Email: andy.blakeslee@nevadacountyca.gov and facilities@nevadacountyca.gov
Phone: (530) 265-1238

County will make payment within thirty (30) days after the billing is received with accurate and complete agreed upon supporting documentation and approved by County and as outlined above and in the Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans' Halls included as Exhibit G

Payment Schedule

Row #	Workbook Subtask	Deliverable (per Partnership Agreement, pages 7-8)	Cost Value
1	2A/B. 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.	\$2,000

2	2C. 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.	\$5,000
3	2D. 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.	\$5,000
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.	\$100,000
5	3D. Community Meal Program	Develop a Community Meal Program at the CRC site; 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.	\$24,000
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 newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials used for Drive-Thru events held at the Vets Hall site; and Record a summary of foods collected during Drive-Thru events at the Vets Hall site.	\$70,000
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.	\$24,000

8	3E. 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 the Vets Hall site; and Record a summary of foods collected during Drive-Thru events at the Vets Hall site.	\$170,000
9	4A. 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	\$1,000
10	4C. 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.	\$1,000
11	Other	Anything else as required for the CRC grant application.	\$0
12	Other	Purchase and Installation of Freezer at IFM facility	\$94,900
Total			\$496,900

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

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Director and Officers (D&O) Liability Insurance** covering breach of fiduciary duty, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, and lack of corporate governance with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or

broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
10. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified

copies of all required insurance policies, including endorsements required by these specifications, at any time.

11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

ADDITIONAL FUNDING TERMS AND CONDITIONS

CALIFORNIA STRATEGIC GROWTH COUNCIL COMMUNITY RESILIENCE CENTERS PROGRAM

The terms of the following documents are incorporated herein by reference and Contractor shall comply with all applicable requirements designated for "Partner" entities as set forth in the following documents:

1. Executed Grant Agreement No. SGC24112 between the County of Nevada and the State of California Governor's Office of Land Use and Climate Innovation.
 - a. Publicly available at:
<https://nevco.legistar.com/LegislationDetail.aspx?ID=7318490&GUID=CB87B4F5-9F7A-450E-8F1C-DDEE58B1959E>.
2. Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans' Halls Project
 - a. Included herein as Exhibit G.

EXHIBIT E

LEVINE ACT COMPLIANCE

Levine Act Compliance

1. **Prohibition on Receiving Contributions:** In accordance with the Levine Act (Government Code Section 84308), any member of the County of Nevada Board of Supervisors or any County of Nevada official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract is prohibited from accepting, soliciting, or directing any contribution of more than five hundred dollars (\$500) from any party or party's agent, or from any participant or participant's agent, if the Board member or County Official knows or has reason to know that the party or participant has a financial interest. This prohibition begins twelve months preceding the date the County of Nevada begins negotiating this contract and ends twelve months after the County of Nevada Board of Supervisors or other County official(s) make a final determination of the contract.
2. **Disclosure of Contributions:** Contractor shall disclose all campaign contributions made to any County of Nevada official, including members of the County of Nevada Board of Supervisors, in the twelve months preceding the date the County of Nevada began negotiating this contract or within twelve months post Contract execution. Such disclosures must be made in writing and submitted to the Contract Administrator at the time of the contract's execution or any new reportable contributions with the twelve months post execution.
3. **Contract Voidability:** Contractor acknowledges that the contract may be declared void by the County of Nevada if Contractor, or any officer, director, or agent of Contractor, violates the provisions of the Levine Act. Furthermore, any contributions that violate the Levine Act's provisions may subject Contractor to civil, criminal, or administrative penalties.
4. **Certification:** Contractor certifies under penalty of perjury that it follows the requirements of the Levine Act. This certification must be signed by an authorized representative of Contractor and included as part of the contract documentation.

Certification of Compliance with the Levine Act

I, the undersigned, hereby certify that I am authorized to execute this certification on behalf of the Contractor named below, and that the Contractor follows the requirements of the Levine Act as described in the contract clause above.

Contractor Name: ____Phil Alonso_____

Title: ____Executive Director_____

Signature: _____

Date: _____

This clause ensures that all parties involved in the contract are aware of and adhere to the Levine Act's requirements, promoting transparency and integrity in public contracting processes.

EXHIBIT F

INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

EXHIBIT G

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



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 October, 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

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 campus as depicted in Exhibit A: 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.

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 the Grass Valley CRC site; GCSS will be operating at Grass Valley CRC site and GCSS facilities; and IFM will be operating at the Grass Valley CRC site and IFM

Page **23** of **44**

Exhibit G

Professional Services Contract – Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans' Halls Project

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.

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.

	<i>Workbook Subtask</i>	<i>Deliverable</i>
1.	2A/B. 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.	2D. 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.	2F. 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	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.	4A. Evaluation - Community Engagement	Coordinate with the Program Manager and Co-Chairs to assist as needed in the following deliverables: 5. Meeting Summaries (date/time/location, number of attendees, summary of outcomes) 6. Final Meeting Materials (curriculum, handouts) 7. Publicity Materials (announcements, photos from key events) 8. Copy of survey questions and summary of results
6.	4C. 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

Page **25** of **44**
Exhibit G

Professional Services Contract – Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans’ Halls Project

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.

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.

	<i>Workbook Subtask</i>	<i>Deliverable</i>
1.	2A/B. 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.	2D. 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.	3H. Emergency Services and Response	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.	4A. 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.	4C. 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.

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.

	<i>Workbook Subtask</i>	<i>Deliverable</i>
1.	2A/B. 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. 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.	2D. 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 at the CRC site; 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 newsletters, social media posts, print media, radio, and website; Save/print a copy of the outreach materials used for Drive-Thru events held at the Vets Hall site; and Record a summary of foods collected during Drive-Thru events at the 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.	3E. 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 the Vets Hall site; and Record a summary of foods collected during Drive-Thru events at the Vets Hall site.

9.	4A. Evaluation - Community Engagement	Coordinate with the Program Manager and Co-Chairs to assist as needed in the following deliverables: 9. Meeting Summaries (date/time/location, number of attendees, summary of outcomes) 10. Final Meeting Materials (curriculum, handouts) 11. Publicity Materials (announcements, photos from key events) 12. Copy of survey questions and summary of results
10.	4C. 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.

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 an existing CRC, 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 use the outreach and selection process described herein to recruit a minimum of two community members to serve on the CSS as Resident Representatives. The Resident Representatives are required to live within Western Nevada County and must demonstrate they 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 recruit 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.

Resident Representative Outreach and Selection Process

The CSS will use the process outlined herein for selecting Resident Representatives. The CSS may establish a panel to carry out specific selection duties.

A. Defining Selection Criteria

1. Beginning at the first scheduled meeting, the CSS will define the Resident Representative selection criteria to identify the qualities and qualifications desired in a Resident Representative.
 - a) The Resident Representatives are required to live within Western Nevada County and must demonstrate they are trusted members of the community.
 - b) Unless modified by the CSS, the default selection criteria for evaluating candidate Resident Representatives shall be community involvement, leadership skills, communication abilities, and commitment to the community.
- B. Applicant Outreach
 1. During recruitment for Resident Representatives, outreach will be through print and digital communication.
 2. Digital flyers will be distributed to community organizations like the Partners, local veteran groups, and the local Native American group (CHIRP), to share with their members or at their events.
 3. Printed flyers will be posted in Western Nevada County libraries (Bear River, Penn Valley, Grass Valley, and Nevada City) and the Eric Rood Administrative Center.
 4. Additionally, a quick post will be included in the Nevada County weekly email that is distributed to internal county staff, as well as local community residents and constituents.
- C. Application Process
 1. Potential prospects will submit an application that includes applicant information, questions related to the selection criteria, and a commitment acknowledgment.
 2. The Application form included herein as Exhibit B shall be used, unless modified by the CSS when defining the selection criteria or otherwise.
- D. Candidate Evaluation
 1. An initial screening will be performed to ensure candidates meet basic criteria. This can be done by a small subcommittee of individual members of the CSS, as delegated by the CSS.
 2. A standardized evaluation form, such as the form included as Exhibit C, would be used to assess each candidate. This should be done by a panel of representatives from the Steering Committee and Partners.
 3. Interviews may be conducted with shortlisted candidates to further assess their suitability.
- E. Final Selection
 1. Based on the results of candidate evaluations, a final shortlist of candidates will be nominated for final selection.
 2. With input from the CSS, the Co-Chairs, and Partners will select two Resident Representatives in accordance with the decision-making process outlined herein.
 3. Selections will be prioritized by those with the most community experience.

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.

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 CRC 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 the CRC location 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.

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:**

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: Facilities Department
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Andy Blakeslee
Email: andy.blakeslee@nevadacountyca.gov and
facilities@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 where 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:

Page **37** of **44**
Exhibit G

Professional Services Contract – Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans' Halls Project

1. 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.

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.

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 have executed this Partnership Agreement on _____, 2025.

**Grantee:
Nevada County**

Signature _____ Date _____

Hon. Heidi Hall, Chair of the Board of Supervisors

Attestation:

Signature _____ Date _____

Clerk of the Board of Supervisors

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 Country Senior Services

Interfaith Food Ministry of Nevada County

Signature _____ Date _____

Phil Alonso, Executive Director, Interfaith Food Ministry of Nevada County

Exhibit A

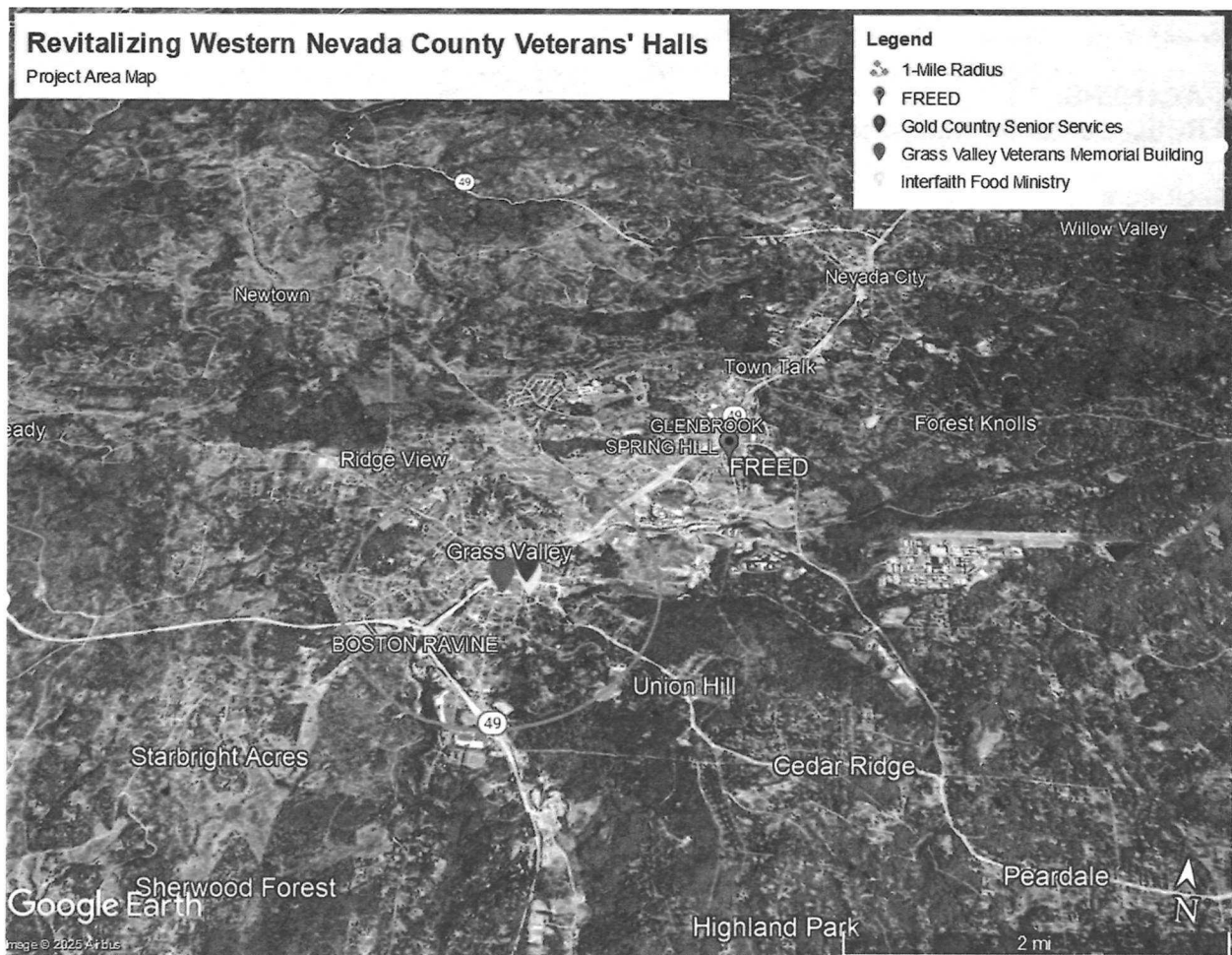


Exhibit B



Resident Representative Application

Revitalizing Western Nevada County Veterans' Halls Community Resiliency Center (CRC) Project

Thank you for your interest in serving as a Resident Representative on the Collaborative Stakeholder Structure (CSS). Resident Representatives play a key role in ensuring community voices are heard throughout the implementation of this grant. Two community members will be selected to represent resident perspectives for the duration of the grant.

Please complete and return this application by [INSERT DEADLINE DATE]. Submissions can be emailed to [INSERT EMAIL] or dropped off at [INSERT LOCATION].

Applicant Information

Full Name:

Email Address:

Phone Number:

Address (must be within Western Nevada County):

Applicant Questions

1. Briefly describe your connection to the community and why you are interested in serving as a Resident Representative:

2. List any community organizations, committees, or events you have been involved with in Western Nevada County and how long you have been involved

3. What perspectives or experiences do you bring that would help ensure the community's voice is reflected in decisions?

4. Do you have any time or other constraints that would impact your ability to commit to the responsibilities of the role?

6. Are there any other relevant details or reasons that you are an ideal candidate to serve as a Resident Representative?

Commitment Acknowledgement

☐ I understand that, if selected, I will be expected to attend regular CSS meetings (quarterly or more frequently as needed) and will be encouraged to attend community meetings and events in Western Nevada County to build relationships and share awareness of the CRC project.

☐ I confirm that I live within Western Nevada County.

☐ I am committed to representing my community and sharing feedback between residents and the CSS.

Signature: _____

Date: _____

Resident Representative Evaluation

Revitalizing Western Nevada County Veterans' Halls Community Resiliency Center (CRC) Project

Applicant:

Criteria	Description	Rating 1 (lowest)- 5 (highest)	Comments
Community Involvement	Level of engagement and participation in community activities		
Leadership Skills	Ability to lead and inspire others		
Communication Abilities	Effectiveness in conveying ideas and information		
Problem-Solving Skills	Ability to address and resolve issues		
Commitment to Community	Demonstrated dedication to the community's well-being		
Collaboration and Teamwork	Ability to work well with others and contribute to group efforts		
Vision for the Community	Clear and positive vision for the future of the community		
Availability	Time and willingness to commit to the responsibilities of the role		

SUMMARY OF CONTRACT

Contractor Name Click or tap here to enter text.

Description of Services: Click or tap here to enter text.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$496,900

Max Multi-Year Price: \$496,900

FY XX/XX =N/A

FY XX/XX =N/A

Contract Start Date: 10/14/2025

Contract End Date: 4/25/2030

Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)	
Worker's Compensation	(Statutory Limits)	
Automobile Liability	(\$1,000,000)	
Director and Officers (D&O)	(\$2,000,000)	

FUNDING

0101-10801-416-1000 / 522090	
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LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Information and General Services, Facilities Department		Interfaith Food Ministry of Nevada County	
Address:	950 Maidu Ave.	Address	440 Henderson St
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Grass Valley, CA 95945
Attn:	Andy Blakeslee	Attn:	Phil Alonso
Email:	Andy.blakeslee@nevadacountyca.gov and facilities@nevadacountyca.gov	Email:	PhilED.IFM@gmail.com
Phone:	(530) 265-1238	Phone:	530-273-8132

Contractor is a: (check all that apply)					EDD Worksheet Required	Yes ☐	No ☒
Corporation:	☐	Calif. ☐	Other ☐	LLC ☐	Additional Terms & Conditions Included		
Non- Profit:	☒	Corp. ☐			(Grant Specific)	Yes ☒	No ☐
Partnership:	☐	Calif. ☐	Other ☐	LLP ☐	Limited	☐	
Person:	☐	Indiv. ☐	DBA ☐	Ass'n ☐	Other	☐	
					Subrecipient	Yes ☐	No ☒

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit E: Levine Act Compliance
Exhibit B: Schedule of Charges and Payments	Exhibit F: Information Technology Security
Exhibit C: Insurance Requirements	Exhibit G: Partnership Agreement for the Collaborative Stakeholder Structure for the Revitalizing Western Nevada County Veterans' Halls Project
Exhibit D: Additional Funding Terms and Conditions	