



# RESOLUTION No. 20-348

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### **RESOLUTION APPROVING THE REQUEST FOR APPLICATIONS (RFA) AND AWARD SELECTION PROCEDURES FOR “ECONOMIC & COMMUNITY RESILIENCY GRANTS” PROGRAM AND AUTHORIZING THE PURCHASING DIVISION TO ADVERTISE FOR QUALIFIED APPLICATIONS.**

WHEREAS, on March 10, 2020 the Board of Supervisors approved Resolution 20-062 proclaiming a local emergency in Nevada County due to rapid spread of COVID-19 and its threat to Nevada County; and

WHEREAS, on March 19, 2020, the Governor of California issued a statewide order requiring all Californians to remain in at their home or place of residence, except as necessary to carry out essential activities; and

WHEREAS, in response to the COVID-19 public health and economic crisis throughout the country, the federal government enacted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) on March 27, 2020. Included in the \$2 trillion economic relief package, was approximately \$150 billion of Coronavirus Relief Fund (CRF) monies directed at States, local governments, and tribal entities for economic and disaster relief; and

WHEREAS, on June 29, 2020, the Governor of California signed into law the Budget Act of 2020, which allocated an additional \$1.3 billion of State CRF monies, including \$10 million allocated to Nevada County to be distributed over six months, in equal installments; and

WHEREAS, on July 14, 2020 the Nevada County Board of Supervisors passed and adopted Resolution 20-319, approving the County’s CRF Expenditure plan which included \$1.5 million for “Macro Grants for Anchor Institutions/Organizations within the County” to support economic and community resiliency, and offset COVID-19 related economic hardships and disruptions to local businesses and nonprofits, consistent with the Certification requirements under the Budget Act of 2020, outlined above; and

WHEREAS, per the direction of the Board of Supervisors, staff consulted with members of the Nevada County Relief Fund and the Sierra Business Council to draft application criteria, guidelines, and the award process for the “Economic & Community Resiliency Grants” program, seeking grant applications from eligible entities that have a major economic and social impact on the community and are critical to maintaining the county’s economic and cultural infrastructure, and who are sometimes referred to as “anchor institutions,” entities characterized as playing a vital and enduring role in the local community; and

WHEREAS, in accordance with the award selection procedures set forth in the RFA, a review committee will be convened to review the responsive applications, score each application per the criteria described in the RFA and make recommendations to the Board of Supervisors for final approval of awardees at a future board meeting.

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

1. The Request for Application (RFA) for the "Economic & Community Resiliency Grants" and award selection procedures is hereby approved in substantially the same form as attached hereto and authority is hereby given to the County Executive Officer to make any amendments or additions as are necessary to comply with all laws and guidelines; and
2. The Purchasing Division is authorized to advertise for applications from the qualified entities Countywide, and authorizes the formation of a review committee as outlined in the RFA to review the responsive applications, score each application per the criteria described in the RFA, and make recommendations to the Board of Supervisors for final approval of awardees at a future board meeting.

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 July, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Heidi Hall, Chair

7/28/2020 cc: CEO\*  
Purchasing\*  
AC\*

**NEVADA COUNTY**  
**DEPARTMENT OF INFORMATION & GENERAL SERVICES**  
*on behalf of the*

**County Executive Office**



**REQUEST FOR APPLICATIONS (RFA)**

*for*

**Coronavirus Relief Fund (CRF)**

**“Economic & Community Resiliency Grants” Program**

**RFA No. 130794**

**Release Date: July 28, 2020**

**Submittal Deadline: August 20, 2020**  
**not later than 5:00 PM (Pacific)**

**Nevada County RFA No. 130794**  
**Coronavirus Relief Fund (CRF)**  
**“Economic & Community Resiliency Grants” Program**

**TABLE OF CONTENTS**

<u><b>SECTION</b></u>	<u><b>Page</b></u>
<b>1.0 INTRODUCTION.....</b>	<b>3</b>
<b>2.0 TENTATIVE SCHEDULE .....</b>	<b>4</b>
<b>3.0 PRE-APPLICATION CONFERENCE .....</b>	<b>4</b>
<b>4.0 ELIGIBLE APPLICANTS INCLUDE:.....</b>	<b>4</b>
<b>5.0 FUNDING .....</b>	<b>5</b>
<b>6.0 APPLICATION REQUIREMENTS.....</b>	<b>5</b>
<b>7.0 GENERAL TERMS &amp; CONDITIONS .....</b>	<b>6</b>
<b>8.0 APPLICATION SUBMITTAL INSTRUCTIONS .....</b>	<b>6</b>
<b>9.0 EVALUATION CRITERIA .....</b>	<b>9</b>
<b>10.0 SELECTION PROCEDURE.....</b>	<b>10</b>

**ATTACHMENTS**

- **Attachment A: Draft-Grant Award Recipient Agreement**
- **Attachment B: CRF Requirements and Criteria**
- **Attachment C: Budget Template**

## 1.0 INTRODUCTION

On July 14, 2020, the County of Nevada Board of Supervisors allocated \$1.5 Million of State of California Coronavirus Relief Funds (CRF) to support economic and community resiliency, and offset COVID-19 related economic hardships and disruptions to local businesses and nonprofits.

The County is seeking grant applications for the “Economic & Community Resiliency Grants” program from eligible entities that have a major economic and social impact on the community and are critical to maintaining the County’s economic and cultural infrastructure. Sometimes referred to as “anchor institutions,” these entities are characterized as playing a vital and enduring role in the local community.

The “Economic & Community Resiliency Grants” program seeks qualified proposals designed to sustain impactful entities located throughout the County of Nevada.

- Proposals must comply with federal and state requirements for distribution of the CARES Act and CRF funds.
- The Economic & Community Resiliency Grants are intended to contribute to long-term Covid-19 recovery and encourage collaborative and innovative business solutions during the pandemic.
- The Economic & Community Resiliency Grants will range from \$50,000 to \$500,000, with at least 2-4 grants allocated in the \$300,000 to \$500,000 range.

Grants will be awarded to applicants who receive the highest ranking score based on the criteria published in the RFA. An evaluation panel comprised of 5-7 people including County staff and members of the community will review and score responses to determine/select the top ranked entities based on the evaluation criteria defined in Section 9. Award recommendations will be brought before the Nevada County Board of Supervisors in September 2020 for approval.

Note that if additional rounds of CRF become available, the County may utilize this process and the applications received to disburse allocated funds.

This RFA includes a description of the scope of work, and instructions for submitting your application.

Direct all inquiries regarding this RFA in writing to:

Desiree Belding CPPO, CPPB  
Nevada County Purchasing Division  
950 Maidu Ave.  
Nevada City, CA 95959  
Phone: (530) 265-1557  
Email: [desiree.belding@co.nevada.ca.us](mailto:desiree.belding@co.nevada.ca.us)

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and applications which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFA, written addenda will be issued. Any amendment to this RFA is valid only if in writing and issued by the Nevada County Purchasing Division.

**2.0 TENTATIVE SCHEDULE**

The following represents the tentative schedule for this RFA. Any change in the scheduled dates for the Pre-Application Conference, Deadline for Final Questions, Application Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFA. The schedule for other milestone dates may be adjusted without notice.

Pre-Application Conference.....	August 6, 2020 at 2:00 p.m.
Deadline for Final Questions.....	August 14, 2020 before 5:00 p.m.
Application Submission Deadline.....	August 20, 2020 before 5:00 p.m.
Evaluation of Applications.....	August 21 through August 27, 2020
Finalists Interviews (if necessary) .....	August 31, 2020 (hold all day)
Notice of Intent to Award.....	September 4, 2020
Approval by Board of Supervisors.....	September 22, 2020

**3.0 PRE-APPLICATION CONFERENCE**

**Due to the State mandated social distancing policy**, the County will host a virtual applicant’s conference has been scheduled for **August 6, 2020 at 2:00 PM**. A link to the virtual meeting is provided below. To join the meeting, click the link below or join by call in to the number listed.

[Join Microsoft Teams Meeting](#)  
+1 530-414-9282 (Toll)  
 Conference ID: 602 571 408#

Interested entities will have an opportunity to submit questions regarding the requirements outlined in this RFA. While attendance is not mandatory, interested applicants are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Please note that not all items or questions brought up during the conference will necessarily be released in an addendum. Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFA.

**4.0 ELIGIBLE APPLICANTS INCLUDE:**

- Local jurisdictions (Cities, towns, special districts)
- Businesses (must be in good standing with the Federal Government, State, County and local incorporated jurisdiction where applicable, in full compliance with State and local laws and public health guidelines, and in business for at least 5 years)

- Nonprofits 501(c)3 and 501(c)6 organizations (must be in good standing with Federal Government, State and County, in full compliance with Federal Government, State and local public health guidelines, and in operation for at least 5 years)

## 5.0 FUNDING

A total of up to **\$1,500,000** is available for the activities presented in this RFA. This funding is for eligible entities doing business in the County of Nevada and which comply with the criteria published herein.

The Economic & Community Resiliency Grants will range from \$50,000 to \$500,000, with at least 2-4 grants allocated in the \$300,000 to \$500,000 range.

## 6.0 APPLICATION REQUIREMENTS

Based on the CRF guidelines, applicants may use funds to cover necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered

**6.1 Covered Expenses:** Expenses must be directly due to the mandated closures caused by COVID-19 and may include general operating expenses that needed to be paid to maintain business during the mandated closures, Personal Protective Equipment, sanitizing products or other equipment purchased to maintain or shift business processes and procedures.

- Examples of documentation are receipts, bills, emails, contracts, letters, cancelled checks. The documentation should clearly connect the applicants to the expense.

**6.2 Application:** Applications must include the information shown in 1-6 below:

1. Demonstrate the fiscal impacts of business interruption caused by required closures due to the COVID-19 public health emergency;
2. Demonstrate a history of, and the potential for, a large and ongoing economic impact and/or measurable multiplier effects such as tax revenue (sales tax, Transient Occupancy Tax), jobs created or retained, etc.;
3. Demonstrate a track record of leveraging additional partnerships and resources and/or will leverage additional funding that in part will contribute to Covid-19 recovery;

4. Demonstrate capacity to manage, oversee, implement and report on the use of the funds;
5. Demonstrate significant community benefit in the past or in response to Covid-19; and
6. Include how applicants will measure and report outcomes.

## 7.0 GENERAL TERMS & CONDITIONS

- 7.1 **Agreement.** Upon completion of the evaluation and recommendation for award, the selected entities(s) will be required to execute a Grant Award Recipient Agreement for each awardee, a draft of which is included as **Attachment A**.
- 7.2 **Publicity Clause:** Awarded entities(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 7.3 **Conflict of Interest.** The Entity shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 7.4 **Non-Collusion.** Entities submitting applications shall warrant that their offer is made without any previous understanding, agreement or connection with any person, entities or corporation submitting a separate application for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to applications which are submitted by entities who have partnered with others to submit a cooperative application that clearly identifies a primary contractor and the associated sub-contractors.

## 8.0 APPLICATION SUBMITTAL INSTRUCTIONS

- 8.1 Interested parties must submit a letter of application

**Submit one (1) copy of complete proposal in PDF format to:  
[submit.proposal@m1.nevcounty.net](mailto:submit.proposal@m1.nevcounty.net)**

- 8.2 Applications shall be submitted not later than the time and date indicated on the cover page of this RFA. All applications shall be submitted electronically before the deadline in order to be considered responsive. **Late submissions will not be accepted and shall be deemed non-responsive.**



In the letter of application, please address the following areas:

- 8.3 **TAB A: Entity Description** (maximum of 1 page plus 1 page principal's statement of qualifications or resume):
- a. Provide a brief description of your entity including mission, goals, and history in Nevada County.
  - b. Provide the name(s) of the principal responsible for the entities' organizational operations. Be sure to include their qualifications.
  - c. Describe how many employees or jobs your entity provides opportunities for.
  - d. Describe the community served by your entity.
  - e. Describe how your entity plays a "vital and enduring role in the local community."
- 8.4 **TAB B: COVID-19 Impacts** (maximum of 1 page):
- a. With regards to COVID, explain how the pandemic has impacted your operation, describe how your entity has adapted to the current situation, and outline your plans for adaptation for future sustainability.
    - i. Describe the direct impacts your entity has suffered from COVID.
    - ii. Describe the indirect impacts your entity has suffered from COVID.
    - iii. If relevant, describe the impact COVID has had on your consortiums or partnership resources.
  - b. What specific impact(s) caused by the COVID-19 public health emergency does this proposal address?
  - c. How does this proposal address the impact(s) you have identified that were caused by COVID-19?
- 8.5 **TAB C: Economic Impact** (maximum of 1 page):
- a. Describe entity's history of, and the potential for, a large and ongoing economic impact and/or measurable multiplier effects such as tax revenue (sales tax, Transfer Occupancy Tax), jobs created or retained, etc.
  - b. Please explain how you document the impact. You may include links to annual reports or studies, etc.
- 8.6 **TAB D: Leveraging Partnerships and Resources** (maximum of 1 page):
- a. Describe your track record of leveraging additional partnerships and resources.
  - b. Describe how you will leverage additional funding that in part will contribute to Covid19 recovery.
  - c. Describe how these funds will help you remain viable after 12/31/20?
  - d. Describe your efforts to access other public and/or private funding for your operation such as Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), line of credit, board investment, loans, etc. (Note: Applicants who received other Federal CARES Act assistance, such as PPP or EIDL, are eligible so long as expenses are not duplicated.)

- 8.7 **TAB E: Management Capacity and Measurable Outcomes** (maximum of 1 page):
- a. Describe your entity's capacity to manage, oversee, implement and report on the use of the funds.
  - b. Describe how you will measure and report outcomes.
    - a. Be specific about how you will collect data and report your use of funds.
    - b. Be specific about you will measure and report outcome data quarterly.
- 8.8 **TAB F: Community Benefit** (maximum of 1 page):
- a. Describe how your entity has made a significant community benefit in the past.
  - b. Describe how your entity has made a significant community benefit in response to Covid19.
  - c. Describe how your proposal would benefit the community.
- 8.9 **TAB G: Budget and Financials** (maximum of 1 page plus Budget Template-Attachment C):
- a. Submit Attachment C with this section.
  - b. What is your total funding request for this grant?
  - c. What is the timeframe for this program? (Keep in mind CARES funds must be expended by December 30, 2020)
  - d. Describe specifically how the CARES funding will be used.
    - i. Provide an itemized funding request and brief funding narrative for the impacted time frame between March 1, 2020 and July 31, 2020.
    - ii. Provide an itemized funding request and brief funding narrative for the forecasted impacted time frame between August 1, 2020 and December 31, 2020.
  - e. Attach the following financial documents (be sure to label your information as "Confidential" to allow redaction):
    - i. For Businesses: Federal Tax Returns, Profit & Loss Statements, and Balance Sheet Statements (3 years)
    - ii. For Nonprofits: Profit & Loss Statements and Balance Sheets, 990, (3 years), and current and prior year approved budgets, and recent audits.
    - iii. For Jurisdictions: Financial Reports (3 years) and current year budget

## 9.0 EVALUATION CRITERIA

Evaluation of Applications – Upon review of the application, the Evaluation Panel will use the following evaluation criteria and rating points to determine the most highly qualified entities(s).

<b><u>Evaluation Criteria – Written Proposals</u></b>	<b><u>Maximum Points Possible</u></b>
<b>Entity Description (Tab A)</b>	5
<b>COVID-19 Impacts (Tab B)</b>	5
<b>Economic Impact (Tab C)</b>	30
<b>Leveraging Partnerships and Resources (Tab D)</b>	20
<b>Management Capacity and Measurable Outcomes (Tab E)</b>	30
<b>Community Benefit (Tab F)</b>	20
<b>Budget and Financials (Tab G)</b>	20
<b>Total Possible Points:</b>	<b>130</b>

If interviews are conducted for top-ranked finalists, the following criteria will apply:

<b><u>Evaluation Criteria – Interview</u></b>	<b><u>Maximum Points Possible</u></b>
<b>Entity interaction with panel</b>	10
<b>Budget and Financials Q&amp;A</b>	50
<b>Economic Impact Q&amp;A</b>	20
<b>Management Capacity and Measurable Outcomes Q&amp;A</b>	20
<b>Total Possible Points:</b>	<b>100</b>

**10.0 SELECTION PROCEDURE**

- 10.1 An evaluation panel comprised of 5-7 people, representing County staff and members of the community, will review and score responses to determine/select the top ranked entities based on the evaluation criteria defined in Section 9 and compliance of proposed use of awarded funds with Federal guidance regarding eligible uses of CARES funds. Award recommendations will be brought before the Nevada County Board of Supervisors in September 2020 for approval.
- 10.2 The County reserves the right to reject any or all applications for cause, or to waive minor irregularities in said applications, or to award amounts different from that requested. In the case of differences between written words and figures in an application, the amount stated in written words shall govern.
- 10.3 The County will notify all applicants whether or not they are selected for the grant award program. Email is the County's preferred method of communication for all stages of the RFA process.
- 10.4 If funded, a "mid-term" report will be due October 31, 2020, and a final report will be due by January 31, 2021. County may provide awardees with a template.

ATTACHMENT A

GRANT AWARD RECIPIENT AGREEMENT DRAFT

**Administering Agency:** Nevada County – County Executive Office

**Grant Award Allocation No.** \_\_\_\_\_

**Description:** Coronavirus Relief Fund (CRF) “Economic & Community Resiliency Grants” Program

GRANT AWARD RECIPIENT AGREEMENT

**THIS AGREEMENT** is made at Nevada City, California, as of \_\_\_\_\_, 20\_\_ by and between the County of Nevada, ("County"), and \_\_\_\_\_ ("Grant Recipient"), who agree as follows:

- 1. Use of Funds:** Grant award recipient agrees to use the Coronavirus Relief Fund (CRF) “Economic & Community Resiliency Grants” Program funds (“CRF Funds”) provided to cover only those costs identified in the submitted Budget Attachment C. Eligible uses of award funds include costs of business interruption caused by required closures due to the COVID-19 public health emergency and any necessary expenditures incurred due to the COVID-19 public health emergency during the period that begins on March 1, 2020, and ends on December 30, 2020 and in accordance with federal guidance, as specified here: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Grant Recipient agrees to comply with the all CRF Fund expenditure requirements.

- 2. Grant Fund Allocation** County shall allocate CRF Funds designated specific to the coronavirus relief efforts the time and in the amount set forth in herein. The allocation specified in herein shall be the only payment made to Entity for Coronavirus relief effort pursuant to this Agreement. **The amount of the CRF Funding shall not exceed** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- 3. Term** This Agreement shall commence on \_\_\_\_\_, 20\_\_. All grant funds provided by this Agreement shall be expended before December 20, 2020 and reported on per the requirements stated in Section 10. **Agreement Termination Date** of: January 31, 2021.
- 4. Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
- 5. Electronic Signatures** The parties acknowledge and agree that this Agreement 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.

6. **Time for Performance** Time is of the essence. Failure of Grant Recipient to expend any allocated funding prior to December 30, 2020 shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient shall devote such time to the Coronavirus relief effort pursuant to this Agreement. Grant Recipients unauthorized expenditure of CRF Funds shall constitute a material breach of this Agreement, and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend CRF Fund payments, or terminate this Agreement, or both without notice.
7. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the CRF funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.
8. **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.
9. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
10. **REPORTING REQUIREMENTS:** Each grant award recipient of CRF Funds shall report COVID-19 related “costs incurred” during the “covered period” (the period beginning on March 1, 2020 and ending on December 30, 2020). Each grant award recipient shall report data according to these requirements.

### **2.1 County-required Reporting**

A “mid-term” report will be due October 31, 2020, and a final report will be due by January 31, 2021.

Data required to be reported includes, but is not limited to, the following:

1. the total amount of CRF Fund payments received from County;

2. the amount of CRF Funds received that were expended or obligated for each project or activity;
3. a detailed list of all projects or activities for which funds were expended or obligated, including:
  - a. the name of the project or activity;
  - b. a description of the project or activity;
  - c. detailed information on any loans issued; contracts and grants awarded; transfers made to other entities; and direct payments made by the recipient that are greater than \$50,000.

## **2.2 Records of Support**

Records to support compliance may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of CRF Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using CRF Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using CRF Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of CRF Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after grant award is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of CRF Fund payments from prime recipients.

11. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
12. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
13. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
14. **Governing Law and Venue** This Agreement 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 Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
15. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
16. **Subrecipient** This Subrecipient Agreement is subject to 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.  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
17. **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:

Nevada County  
XXXXXX Department  
Attn:  
Address

Phone:  
Email:

CONTRACTOR:

Name of firm  
Attn:  
Address

Phone:  
Email:

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.



Executed as of the day first above stated:

**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 effective on the Beginning Date, above.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**GRANT RECIPIENT:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_ Secretary \_\_\_\_\_

***\*If Contractor is a corporation, this agreement 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).***

## ATTACHMENT B

### CRF REQUIREMENTS AND CRITERIA

1. **USE OF FUNDS:** Grant award recipient shall use the funds provided to cover only those costs identified in the submitted Budget Attachment C. Eligible uses of award funds include costs of business interruption caused by required closures due to the COVID-19 public health emergency and any necessary expenditures incurred due to the COVID-19 public health emergency during the period that begins on March 1, 2020, and ends on December 30, 2020 and in accordance with federal guidance, as specified here: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.
2. **REPORTING REQUIREMENTS:** Each grant award recipient of Coronavirus Relief Fund payments shall report COVID-19 related “costs incurred” during the “covered period” (the period beginning on March 1, 2020 and ending on December 30, 2020). Each grant award recipient shall report data according to these requirements.

#### **2.1 County-required Reporting**

A “mid-term” report will be due October 31, 2020, and a final report will be due by January 31, 2021.

Data required to be reported includes, but is not limited to, the following:

1. the total amount of payments from the Coronavirus Relief Fund received from County;
2. the amount of funds received that were expended or obligated for each project or activity;
3. a detailed list of all projects or activities for which funds were expended or obligated, including:
  - a. the name of the project or activity;
  - b. a description of the project or activity;
  - c. detailed information on any loans issued; contracts and grants awarded; transfers made to other entities; and direct payments made by the recipient that are greater than \$50,000.

#### **2.2 Records of Support**

Records to support compliance may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;

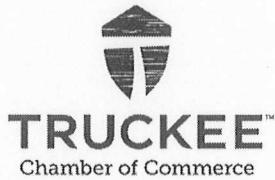
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after grant award is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

**ATTACHMENT C  
 BUDGET TEMPLATE**

**Use Excel spreadsheet to complete this temaplate. Attached to Public Purchase as a separate attachement.  
 Your response to Attachment C must be included with your application in order to be deemed responsive.**

Nevada County Conoravirus Relief Fund Economic & Community Resiliency Grant Program							
Budget Template							
	3/1 to 12/31 2019 Actuals (Pre-COVID emergency)	3/1 to 12/31 2020 Projected (Post COVID Emergency)	COVID Impact (Column C minus Column B)	State & Federal COVID-Related Grant Funds Received*	Net COVID Impact	CRF Grant Funds Requested	Net COVID Impact after CRF Grant
<b>Revenue</b>							
Donations/Contributions			-		-		-
Program Income			-		-		-
Fees and Charges			-		-		-
State & Federal Funds			-		-		-
Other Funds**			-		-		-
<b>Total Revenue</b>	-	-	-	-	-	-	-
<b>Expenses</b>							
Salaries & Benefits			-		-		-
Services & Supplies			-		-		-
Capital Expenses			-		-		-
Other Expenses			-		-		-
<b>Total Expenses</b>	-	-	-		-		-
<b>Net Income</b>	-	-	-	-	-	-	-
<i>* Exclude any loans that will be repaid</i>							
<i>** Jurisdictions should include tax revenues</i>							



Our mission is to promote and develop local business and tourism, while improving the community's quality of life.

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**Board of Directors 2020/2021**

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Ted Owens, *Chair*

Aimee Schaller, *Chair-Elect*

John Manocchio, *Past Chair*

Jessica Carr

Kellie Cutler

Chris Fajkos

Bill Greeno

Emily Vitas

Liz Wainscoat

Deirdre Walsh

Ravn Whittington

Lynn Saunders, *President & CEO*

10065 Donner Pass Road

Truckee, CA 96161

Phone 530-587-8808

Fax 530-587-2439

[www.Truckee.com](http://www.Truckee.com)

July 20, 2020

Heidi Hall, Chair  
Dan Miller, Vice-Chair  
Supervisor Richard Anderson  
Supervisor Susan Hoek  
Supervisor Ed Scofield

RE: CARES ACT Macro-Economic Grant Program

The Truckee Chamber of Commerce looks forward to a highly collaborative process to identify ways Coronavirus Relief Funds (CRF) -- specifically a Macro-Economic Grant Program -- can help in the recovery and sustainability of eastern Nevada County.

Anchor institutions bolster their economies and create multiplier effects by attracting visitors to the area that stimulates TOT, sales tax, and keeps people employed directly and indirectly. Truckee's anchor institution -- our historic downtown known as the "heart and soul" of Truckee -- bolsters our economy. Ensuring the historic downtown is vibrant and attracting visitors not only enhances the downtown, but simultaneously advances the economic and social conditions in the entire community.

Truckee is known for our collaborative spirit and strong relationships. The Truckee Chamber of Commerce is anxious to start planning with the Town of Truckee, Truckee Downtown Merchants Association, Tahoe Truckee Community Foundation, Visit Truckee and other strong, engaged leaders how we can reimagine our historic downtown in this COVID-19 era, to carry us through the fall and winter which are so critical to the economic stability of so many of our small businesses, and in turn the entire eastern County.

Sincerely,

Ted Owens  
Chair, Truckee Chamber of Commerce Board of Directors

Lynn Saunders  
President/CEO, Truckee Chamber of Commerce

cc: Town of Truckee

**KATHLEEN EAGAN**

**RECEIVED**

**JUL 23 2020**

**NEVADA COUNTY  
BOARD OF SUPERVISORS  
EACH SUPERVISOR RECORD.**

July 24, 2020

Nevada County Board of Supervisors  
Heidi Hall, Chair  
Dan Miller, Vice Chair  
Supervisor Richard Anderson  
Supervisor Susan Hoek  
Supervisor Ed Scofield

Re: Economic and Community Resilience Grants

I wish to convey my wholehearted support of this CARES Act Grants program presented to you at your July 28, 2020 meeting. It is designed to support programs that will have a major economic and social impact on our communities and will help stabilize the County's economic and cultural infrastructure.

We are all acutely aware of the challenges this pandemic presents to our overall sustainability going forward. The criteria that have been developed for this program have the best chance of generating proposals that will encourage partnerships and collaboration focused on widespread recovery and innovation. The criteria will challenge applicants to maximize the long-term economic benefits on tax revenue and job retention/creation. And applicants are encouraged to find ways to leverage additional partnerships and funding to enhance the impact of this base CARES funding.

And, as demonstrated with the variety of micro grants that have been distributed through the Nevada County Relief Fund, I am confident that by working together these macro grants will be equitably distributed county-wide.

Thank you for your consideration.

Sincerely,

Kathleen Eagan  
Former Truckee Mayor



## CITY OF GRASS VALLEY

125 East Main Street  
Grass Valley, CA 95945  
Tim Kiser, City Manager

### Council Members

Lisa Swarthout, Mayor  
Ben Aguilar, Vice Mayor  
Jan Arbuckle  
Howard Levine  
Hilary Hodge

RECEIVED

JUL 23 2020

NEVADA COUNTY  
BOARD OF SUPERVISORS

EACH SUPERVISOR READ

July 23, 2020

Dear Chair Hall and Members of the Board of Supervisors:

On behalf of the City of Grass Valley, I am writing to support the proposed "Economic & Community Resiliency Grants" program funded by the State of California Coronavirus Relief Fund (CRF).

Our businesses, non-profits, and organizations have been hit hard by this pandemic. As I have said in the past, we must ask ourselves what we want our downtowns and our community to look like when this is all over; what can we not afford to lose?

These grants provide an opportunity to protect the investments we have made in our local economy over many years. With these funds, there is new hope that we can sustain those valued entities that play a vital and enduring role in our community.

The Grass Valley City Council and city staff support Nevada County's commitment to reinvesting CRF monies to bolster our economy and contribute to our long-term resiliency.

Sincerely,

Lisa Swarthout, Mayor  
City of Grass Valley