



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

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

General Terms and Conditions

1. Background and Recitals

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

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

2. Roles and Responsibilities

Grantee

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

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

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

6. Providing County of Nevada staff support during the entirety of the grant term; and
 7. Achieving and monitoring goals and associated indicators as defined by the CRC Proposal and the CRC Grant Guidelines.
- C. Governance
1. Sharing decision-making power with Partners in the Collaborative Stakeholder Structure.
- D. As the lead of the Collaborative Stakeholder Structure and the Grantee, the County of Nevada will:
1. Solicit and award all bids and subcontracts;
 2. Undertake all grant invoices and the disbursement of grant funds to partners, subrecipients, vendors, and contractors;
 3. Lead and ultimately submit all required periodic and final grant report submissions on behalf of the Collaborative Stakeholder Structure.

Partners

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

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

1. FREED
2. GCSS
3. IFM

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

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

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

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

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

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

A. FREED

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

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

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

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

Historical Community Engagement

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

B. Gold Country Senior Services (GCSS)

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

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

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

C. IFM

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

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

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

Resident Representatives

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

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

3. Proposal Overview

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

CRC Collaborative Stakeholder Structure

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

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

A. Steering Committee:

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

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

Steering Committee members' primary responsibilities include:

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

B. Co-Chairs:

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

Primary responsibilities will include the following activities:

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

C. The Partners:

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

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

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

D. Resident Representatives

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

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

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

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

E. Program Manager:

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

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

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

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

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

Meeting Procedures and Process Evaluation

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

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

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

Community Involvement in the Decision-Making

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

Procedures to Change, Add, or Remove Partners

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

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

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

4. Legal and Financial Considerations

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

Legal Relationship

- A. Independent Identities. The Grantee, and each Partner will retain their own independent legal identities. Their performance in the Collaborative Stakeholder Structure represents a non-binding partnership. Each party remains responsible for their own activities and for the performance of their own commitments.
- B. Nonperformance. The Collaborative Stakeholder Structure may terminate a Partner(s) for nonperformance of deliverables with 30 days written notice.
- C. Conflict of Interest. No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or 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: Information and General Services Admin
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: Elise.Strickler@nevadacountyca.gov and IGSAdmin@nevadacountyca.gov
Phone: (530) 265-1238

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

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

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

D. Subcontractor Procurement Process:

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.

5. Equal Opportunity

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

6. Miscellaneous Provisions

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

IN WITNESS, WHEREOF, the parties hereto have executed this Partnership Agreement on _____, 2025.

**Grantee:
Nevada County**

Signature _____ Date _____
Justin Drinkwater, Director of Facilities, Information and General Services Agency

Approved as to Form – County Counsel

Signature _____ Date _____

Print name/Title:

**PARTNERS:
FREED Center for Independent Living**

Signature _____ Date _____

Carly Pacheco, Executive Director, FREED Center for Independent Living

Gold Country Senior Services

Signature _____ Date _____

Leslie Lovejoy, Executive Director, Gold Country Senior Services

Interfaith Food Ministry of Nevada County

Signature _____ Date _____

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

Revitalizing Western Nevada County Veterans' Halls

Project Area Maps

Legend

- Center
- Center
- Feature 1
- LineString
- Nevada County Fairgrounds
- Nevada County Narrow Gauge Railroad Museum
- Sierra Nevada Memorial Hospital
- The Kennels
- Twin Cities Church
- Veterans of Foreign Wars

