



RESOLUTION No. 21-501

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE OFFICER TO SIGN MEMORANDA OF UNDERSTANDING WITH ELIGIBLE ENTITIES TO FUND GRANT WRITING SERVICES ON THEIR BEHALF TO FURTHER BOARD OBJECTIVES

WHEREAS, the Board of Supervisors recognizes opportunities to further objectives by assisting eligible community partners to secure grant funding for specific projects, programs, or services; and

WHEREAS, these eligible entities are non-profit organizations and local agencies; and

WHEREAS, there are unique circumstances in which community partners/eligible entities may not have the capacity to apply for a grant that is a significant opportunity to advance a Board of Supervisors' objective; and

WHEREAS, by providing grant writing support in such situations, the County of Nevada can support community entities to seek funding that furthers Board objectives; and

WHEREAS, on September 14, 2021, the Board of Supervisors adopted Resolution 21-409 approving a Qualified List based on the competitive Request for Qualifications No. 143579 for grant writing consulting services to be provided as needed to various County departments for a variety of projects involving both County agencies and community partners, for the initial period of September 1, 2021 through June 30, 2024, and approving the option to renew the resulting Qualified List for up to two (2) additional one-year periods; and

WHEREAS, the County of Nevada may maintain contracts with other grant writing firms as well and can leverage these contracts to support eligible entities; and

WHEREAS, the County of Nevada must be able to respond quickly to partner with eligible entities on emergent grant opportunities within short timeframes and has established an efficient process to do so; and

WHEREAS, evaluation of application by the County Executive Officer (CEO) or their designee will be based on criteria including:

- a. Capacity of requesting organization. *Typically, the County may support smaller organizations that do not have staff capacity to develop proposals.*
- b. Project readiness and viability. *Projects must be "shovel ready" and demonstrate feasibility for funding and long-term success.*
- c. Broad community benefit. *Projects must provide significant benefit to Nevada County citizens.*

- d. Project location. *In general, unincorporated areas in County's jurisdiction will be given priority.*
- e. Alignment with Board priorities. *Projects must be aligned with Nevada County Board of Supervisors priorities.*

NOW, THEREFORE, BE IT HEREBY RESOLVED that County Executive Officer is authorized to sign memoranda of understanding with eligible entities to fund grant writing services on their behalf, not to exceed \$20,000 per request and not to exceed a total of \$50,000 per fiscal year, to achieve Board objectives. Contracts per grant writing entity will follow standard purchasing guidelines with contracts exceeding \$50,000 going to the Board.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 16th day of November, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Dan Miller, Chair

11/16/2021 cc: CEO*
AC*

Memorandum of Understanding
between
Nevada County Executive Office and
and
[Entity]
Fiscal Year [7/1/2021- 06/30/2022]

This is a Memorandum of Understanding (MOU) between County of Nevada, a political subdivision of the State of California, hereinafter referred to as "County", and Entity, hereinafter referred to as "Name" and collectively, the "Parties."

The purpose of this partnership is to support capacity in community entities to further projects and initiatives significantly beneficial to the community and aligned with Board of Supervisors priorities as described in Exhibit A, Nevada County Community Capacity Building Application.

[Insert Entity Name] Responsibilities:

- Adhere to all responsibilities and commitments detailed in Exhibit A: Community Capacity Building Application, Section I.
- Implement project as described in Exhibit A: Community Capacity Building Support Application, Section II.
- Agree to Exhibit B, Contractor Scope of Work.

County Responsibilities

- County will contract with [insert consultant] for proposal development services to develop the Grant Name grant proposal, with total cost not to exceed \$[Amount] as described in Exhibit B, Contractor Scope of Work.

Compensation:

The Parties shall each provide services hereunder in-kind, and neither Party shall be obligated to compensate the other Party in any other manner. County will contract directly with grant writer.

Term and Termination:

This MOU will become effective upon execution by all Parties and shall remain in effect through the date of proposal January 31, 2022 and may be terminated by either Party with thirty (30) days written notice to the other. Changes in either program that alter the conditions of the MOU will result in the need for a new or amended MOU, which shall only be effective when in writing and fully executed by all Parties hereto.

Indemnity:

Nothing herein shall be construed as a limitation of any Party's liability, and each Party shall defend, indemnify and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including without limitation defense costs and attorney fees of litigation) which may arise or which such Party may incur as a consequence of any occurrence arising out of this MOU which is occasioned in whole or in part by reason of the willful misconduct, or negligent actions of the indemnifying

Party's officers, officials, employees, agents, or volunteers, except to the extent that such claims are caused in whole or in part by any negligent act or omission of the Party being indemnified, or its officers, officials, employees, agents, or volunteers.

Non-Discrimination:

During the performance of this MOU, the Parties shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the American with Disabilities Act of 1990, and Fair Employment and Housing Act. and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position in which the employee or applicant is qualified.

We the undersigned, on behalf of the Nevada County Executive Office and [Entity Name], approve this document.

Nevada County Executive Office

950 Maidu Avenue

Nevada City, California 95959

[Entity Name]

[Entity address]

Page Break

Authorized Signatures:

The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to execute and deliver this MOU on behalf of the respective Parties.

Entire Understanding:

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.

Alison Lehman, County Executive Officer
County of Nevada

Date

[Name, Title Entity authorized signer]

Date

Nevada County Community Capacity Building Support Application

Background: The County of Nevada committed to building community capacity to further projects and initiatives that provide significant and enduring benefits to the community and that are aligned with priorities of the Nevada County Board of Supervisors. In certain limited circumstances, Nevada County may support emergent opportunities that could not otherwise be leveraged by assisting with costs of identifying and securing funding, i.e., grant writing services.

Capacity building project support for non-county organizations is authorized by the Board of Supervisors and may be provided at the discretion of the CEO and contingent on funding availability. Note: This support will not be provided to assist with any grants being awarded by Nevada County. Capacity building requests are accepted by invitation only, and evaluated based on the following criteria:

1. Capacity of requesting organization. *Typically, the County may support smaller organizations that do not have staff capacity to develop proposals.*
2. Project readiness and viability *Projects must be "shovel ready" and demonstrate feasibility for funding and long-term success.*
3. Broad community benefit *Projects must provide significant benefit to Nevada County citizens.*
4. Project location. *In general, unincorporated areas in County's jurisdiction will be given priority.*
5. Alignment with Board priorities *Projects must be aligned with Nevada County Board of Supervisors priorities.*

Section I: Organizations requesting grant writing support must commit to active participation in the proposal development process and agree to grant writing firm and scope of work. Organizations must understand and commit to the following responsibilities:

- Collaborate with grant writer to support project success
- Provide organizational and background information required for the application, including financial statements required for submission with application, as needed
- Provide project information needed for application
- Review and provide input on all elements of proposal, including draft project budgets, and narratives to be included in the application
- Provide any documentation required for the application
- Provide necessary supporting documentation to prove an eligibility determination, if required
- Perform the final review and submission of the application
- Collaborate with grant writer to coordinate with partners and stakeholders as necessary for proposal development
- Conduct community outreach and noticing necessary for meeting grant requirements

Section II: Application *Please complete the application, including questions on following page, and submit via email to ceo@co.nevada.ca.us.*

Organization Name _____ Entity type (501c3, etc.) _____

Organization Address: _____

Contact name: _____ Contact Phone and email _____

Project name/description: _____

RFP/Grant title: _____ Date due: _____

Nevada County Community Capacity Building Support Application

Section II Continued: Please limit responses to a single page.

1. Briefly describe why the organization needs support for this project. *For example, does your organization have limited capacity due to lack of staffing, lack grant-writing expertise?*

2. Outline your organization’s commitment and capacity for proposal development and project implementation.

3. Briefly describe how the project is viable and ready to move forward.

4. Please describe project benefit to the community, including who benefits, and how long the intended project will benefit Nevada County residents.

5. Is the project located in or serve an unincorporated area?

6. If awarded, how will you sustain the project or program?

Signature of Authorized Organizational Representative: _____

Print Name and Title: _____ Date: _____

Internal use only

Approved: (Yes or No) _____

Comments:

Department Head Name/Department if applicable (print) _____

Department Head Signature
County of Nevada

Date

Alison Lehman, County Executive Officer
County of Nevada

Date