



RESOLUTION No. 20-419

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE AWARD OF \$1,500,000 IN "ECONOMIC & COMMUNITY RESILIENCY GRANTS" FUNDED BY THE CORONAVIRUS RELIEF FUND AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE GRANT AGREEMENTS WITH AWARDEES

WHEREAS, on March 10, 2020, the Nevada County Board of Supervisors passed and adopted Resolutions 20-062, ratifying the declaration of a local health emergency in Nevada County, and 20-063, proclaiming a local emergency in Nevada County, due to rapid spread of COVID-19 in a growing number of countries, including the United States, and the potential introduction of COVID-19 in the County of Nevada; and

WHEREAS, on March 19, 2020, the Governor of California issued a statewide Executive Order, N-33-20, which required Californians to remain at their home or place of residence, except as necessary to carry out essential activities and to heed State Public Health Officer Directives; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which included allocations of Coronavirus Relief Fund (CRF) monies totaling \$150 billion to States, Tribal governments, and certain eligible local governments with more than 500,000 residents for necessary expenditures with respect to the COVID-19 outbreak; and

WHEREAS, on June 29, 2020, the Governor of the State of California signed into law the Budget Act of 2020, which included additional and subsequent allocations of State-received CRF monies in the amount of \$1.3 billion, including \$10,004,000 to the County of Nevada (CRF Allocation); and

WHEREAS, on June 30, 2020, the County Executive Officer or her designee, completed the Certification for Receipt of Funds pursuant to paragraph (2) or (3) of subdivision (d) of Control Section 11.90 of the Budget Act of 2020 including that CRF funds would be expended following certain State and Federal requirements; and

WHEREAS, the certification requirements include those stated in subdivision (d) of Control section 11.90 of the Budget act of 2020 that CRF monies be used to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the certification requirements also include as condition of receipt of funds: adherence to federal and state health guidance and orders; use of funds as stated in section 11.90 of the Budget Act of 2020; submission to the State of various reports on expenditures and return of unspent funds; and retention of records to support eligible expenses; and

WHEREAS, on July 14, 2020, the Nevada County Board of Supervisors passed and adopted Resolution 20-319, approving the County of Nevada CRF Expenditure Plan, including \$3 million dollars of expenditures for economic and community resilience investments to assist businesses, non-profits and anchor organizations to support critical economic infrastructure and assist the most vulnerable residents and businesses of the County; and

WHEREAS, of the \$3 million in community resilience investments approved in the County of Nevada CRF Expenditure Plan, an allocation of \$1.5 million was designated 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, on July 28, 2020, the Board of Supervisors approved Resolution 20-348 authorizing the Purchasing Division to advertise for applications and form an evaluation panel to review and score each application and make recommendations to the Board of Supervisors for final approval of awardees; and

WHEREAS, 26 eligible applications were received totaling \$4,692,720 in requests; and

WHEREAS, a seven member evaluation panel (Panel), consisting of five community partners and two county staff, met three times to review and score applications; and

WHEREAS, the Panel identified seven applications for recommendation to the Board of Supervisors for final approval and award.

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

1. The evaluation panel’s recommendations to award \$1.5 Million “Economic & Community Resiliency Grants” are hereby approved as follows:
 - a. Town of Truckee, Local Jurisdiction, \$400,000 to fund an outdoor “Winter Wonderland” space to support downtown Truckee businesses impacted by business interruption caused by the COVID-19 public health emergency;
 - b. Center for the Arts, Nonprofit, \$400,000 to offset the costs of business interruption caused by the COVID-19 public health emergency and to fund operating expenses necessary to sustain the venue until it can safely produce live events for community audiences, and produce new broadcast events, education and outreach programs;
 - c. Miners Foundry, Nonprofit, \$290,000 to offset the costs of business interruption caused by the COVID-19 public health emergency and to fund operating expenses necessary to sustain the venue until it can safely produce live cultural and community events, and develop new revenue streams from its new café and patio bar with live outdoor events;

- d. Sierra Theaters, Business, \$150,000 to offset the costs of business interruption caused by the COVID-19 public health emergency and to fund basic operating expenses (essential staff, leases, and HVAC improvements) needed to retain the Del Oro Theatre and reopen safely;
- e. Sierra Community House, Nonprofit, \$100,000 to fund staffing, technology, and rental support for necessary safety-net services (food and housing) to vulnerable populations impacted by the COVID-19 public health emergency;
- f. The Food Bank of Nevada County, Nonprofit, \$100,000 to fund unanticipated operating costs due to the increased demand for necessary food delivery services caused by the COVID-19 public health emergency, including staffing, food storage rentals, and supplies;
- g. South Yuba River Citizens League, Nonprofit, \$60,000 to offset the costs of business interruption caused by the COVID-19 public health emergency and to fund the installation of two vault toilets at Purdon Crossing to address sanitation concerns on the South Yuba River due to increased visitation resulting from limited recreational opportunities caused by COVID-19;

BE IT FURTHER RESOLVED that the Chair of the Board of Supervisors is authorized to execute the grant agreements on behalf of the County of Nevada for the "Economic & Community Resiliency Grants," which are hereby approved in substantially the same form as attached hereto.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of September, 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

9/22/2020 cc: CEO* (hold)
AC*

10/2/2020 cc: CEO*
AC* (Release)

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. 20-419A

Description: Coronavirus Relief Fund (CRF) "Economic & Community Resiliency Grants" Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of September 22, 2020 by and between the County of Nevada, ("County"), and Town of Truckee ("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 those costs identified in the submitted Application received from this Entity which is attached hereto and incorporated herein. 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, and shall reimburse County any grant funding provided under this Agreement that was determined by federal, state or local audit to be unauthorized expenditures under the CRF Funds program.

In addition, Grant Recipient shall maintain strict adherence to all orders and guidance pertaining to the COVID-19 pandemic issued by the Governor of California, the State Public Health Officer, County Public Health Officer, and/or the Nevada County Director of Environmental Health. Failure to comply with this Section shall constitute a Material Breach of this Agreement and a basis upon which County may immediately terminate this Agreement without notice. In amplification of Section 7 ("Hold Harmless and Indemnification Agreement"), Grant Recipient's material breach herein shall entitle County to any/all damages, including the amounts of judgments, reimbursements, penalties, interest, court costs, legal fees, and all other expenses incurred by County resulting therefrom.

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 Four Hundred Thousand Dollars (\$400,000).**
3. **Term** This Agreement shall commence on September 22, 2020. All grant funds provided by this Agreement shall be expended before December 30, 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. 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.
- 10.1 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.

10.2 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** To the extent applicable Grant Recipient 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
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
County Executive Office
Attn: Caleb Dardick
Address
950 Maidu Ave.
Nevada City, CA 95959

Phone: (530) 470-2649
Email: Caleb.dardick@co.nevada.ca.us

AWARD RECIPIENT

Town of Truckee

Attn: Dan Wilkins
Address
10183 Truckee Airport Road
Truckee, CA 96161-3306

Phone: (530) 582-770
Email: truckee@townoftruckee.com

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:

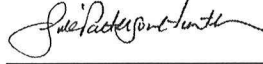
Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:


By:  Date: Sep 28, 2020
Heidi Hall (Sep 28, 2020 17:02 PDT)

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 From:

By: 
K.L. Elliott (Sep 29, 2020 10:14 PDT)

GRANT RECIPIENT: Town of Truckee

By:  Date: Sep 28, 2020
Daniel P. Wilkins (Sep 28, 2020 08:42 PDT)

Name: Daniel P. Wilkins

* Title: Acting Town Manager

By:  Date: Sep 28, 2020
Judy Price (Sep 28, 2020 14:57 PDT)

Name: Judy Price

* 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).***

Application received in response to
RFA No. 130794
Coronavirus Relief Fund (CRF)
“Economic & Community Resiliency Grants”
Program

Town Council

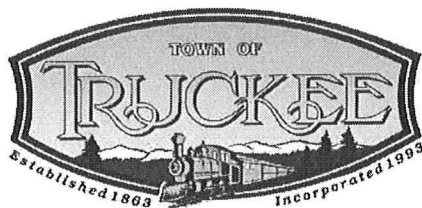
David Polivy, Mayor

Anna Klovstad, Vice Mayor

Jessica Abrams, Council Member

David Tirman, Council Member

Tony Commendatore, Council Member



Department Heads

Dan Wilkins, Acting Town Manager

Andy Morris, Town Attorney

Randall Billingsley, Acting Chief of Police

Kim Szczurek, Administrative Services Director

Judy Price, Communications Director/Town Clerk

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

August 20, 2020

Dear Selection Committee-

The Town of Truckee is submitting this letter of application for the Coronavirus Relief Fund (CRF) Economic & Community Resiliency Grants Program in response to RFA No. 130794 and Addendum 1. The proposed "Truckee Winter Wonderland" project was collaboratively developed by the Town of Truckee in partnership with Truckee Downtown Merchants Association, Truckee Chamber of Commerce, Sierra Business Council, and Tahoe Truckee Community Foundation, with input from over two dozen local business owners.

This project is a necessary response to the COVID-19 public health emergency because it will allow us to adapt the Historic Downtown Truckee experience and business operations to accommodate public health requirements in Truckee's winter climate. Keeping Historic Downtown Truckee from "going dark" this winter is essential in order to avoid permanent business closures and the long-term deleterious impact of vacant storefronts within eastern Nevada County's economic and cultural core district. Historic Downtown Truckee's impact extends well beyond its boundaries, supporting economic activity throughout the region by making Truckee an attractive place to live, work, and visit. Therefore, maintaining the vibrancy of our Historic Downtown is vital to the economic health of eastern Nevada County.

The requested \$400,000 in grant funds will be used to design, install, and operate the Truckee Winter Wonderland infrastructure through December 30, 2020. The Town of Truckee and its partners intend to support continuation of this project through the remainder of the winter, after the grant expenditure deadline. In this way, the project will help sustain downtown businesses through the critical winter season to maintain a thriving Historic Downtown Truckee.

We appreciate the opportunity to apply for the Economic & Community Resiliency Grants program on behalf of Historic Downtown Truckee. If there is any additional information we can provide, please direct questions to Hilary Hobbs, Management Analyst at (530)-582-2914 or hhobbs@townoftruckee.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Wilkins", written over a horizontal line.

Dan Wilkins

Acting Town Manager

TAB A: Entity Description

- a. Provide a brief description of your entity including mission, goals, and history in Nevada County.**

THE TOWN OF TRUCKEE

Incorporated in 1993, the Town of Truckee is a Charter City with wide-reaching responsibilities for governing the Truckee community, including public works, policing, community development, economic development, and partnerships.

Mission Statement- The Truckee Way

Since incorporation, the Town of Truckee staff and decision-makers have embraced a set of partnership-oriented operating principles known colloquially as “The Truckee Way.” These principles include:

We will treat everyone, and their point of view, with respect, courtesy, and fairness. We will approach issues with creativity and innovation. We will conduct ourselves, and the Town’s business, according to the highest ethical standards. We will encourage the free exchange of ideas and information by open and honest communication.

HISTORIC DOWNTOWN TRUCKEE

This application is focused specifically on Historic Downtown Truckee, which is the “heart and soul” of the community. The area currently known as or “historic downtown” has been a commercial and cultural hub for the region for over 150 years. Listed on the National Register of Historic Places and designated as a California Cultural District, Historic Downtown Truckee is a center of commerce and culture for visitors and residents alike. Our beautiful and vibrant downtown is comprised of 130 businesses, residential areas, and 220 historic buildings.

- b. Provide the name(s) of the principal responsible for the entities’ organizational operations.**

The principal responsible for the Town of Truckee is Dan Wilkins, Acting Town Manager. Dan’s permanent position with the Town is Public Works Director and Town Engineer. See attached biography.

- c. Describe how many employees or jobs your entity provides opportunities for.**

The Town of Truckee has 130 employees. Historic Downtown Truckee’s businesses collectively provide over 1,500 jobs.

- d. Describe the community served by your entity.**

Historic Downtown Truckee serves the following entities and groups:

- Downtown Businesses: over 130 independent businesses comprised of over 1500 employees
- Truckee fulltime and part time residents
- Over 500,000 annual visitors-- who dine, shop, learn about Truckee history, enjoy Truckee’s public art and galleries, attend special events, utilize the transit center, and soak in the authentic Truckee ambiance

- e. Describe how your entity plays a “vital and enduring role in the local community.”**

Historic Downtown Truckee is economically, socially, and culturally the “heart and soul” of our community. Downtown Truckee is known for its scenic and historic charm, as well as its independent shops, restaurants and galleries. Historic Downtown Truckee is a draw for locals and visitors alike and accounts for approximately 15% of Truckee’s jobs and 14.5% of Truckee’s sales tax revenue. A vibrant downtown adds to our community’s vitality by making Truckee an attractive place to live, work, and visit, thereby indirectly supporting economic activity throughout eastern Nevada County and the North Tahoe region.

Biography for Dan Wilkins

Dan Wilkins has 32 years of public and private sector employment experience in engineering and public administration. He has served as the Director of Public Works and Engineering for the Town of Truckee, California for the past 22 years and is currently serving as Acting Town Manager. Dan has significant experience in successfully working on boards and commissions, including 14 years as an elected director of the Tahoe City Public Utility District Board of Directors, 4 years as a director on the Tahoe Truckee Sanitation Agency, and 20 years as a board member on the Truckee/North Tahoe Transportation Management Agency. He has also served on multiple other local agency committees, and has an extensive experience working with local agencies and partners on collaborative projects.

Mr. Wilkins has overseen \$150 million of transportation related capital infrastructure development and construction including projects involving Caltrans, Union Pacific Railroad, the Federal Highway Administration, the California Public Utilities Commission, and multiple other local and regulatory agency partners. Dan has extensive experience in developing creative funding solutions to implement projects, and adhering to the requirements of a variety of complex regional, state, and federal funding sources.

As Director of Public Works Dan has worked closely with downtown businesses and Truckee Downtown Merchants Association to coordinate a range of complex projects including the Brickelltown Streetscape Project, Reimagine Bridge Street (currently in planning), The Railyard development, and Truckee's often-complex snow removal program. Most recently, this summer Dan worked with downtown businesses to nimbly plan for outdoor business operations within Town right-of-way in order to support safe business operations under COVID-19.

Dan holds a bachelor's degree in Civil Engineering, holds Civil and Traffic Engineering licenses in the State of California, and is a member of the American Society of Civil Engineers and the American Public Works Association.

TAB B: COVID-19 Impacts

a. Explain how the pandemic has impacted your operation.

i. Describe the direct impacts your entity has suffered from COVID.

The impacts from COVID have been different for each business. A survey conducted by Truckee Downtown Merchants Association indicated that 82% of historic downtown businesses closed storefront operations, and 70% experienced a year-over-year revenue loss greater than 75% between March and May. If business conditions did not improve, 54% indicated they were at risk of closing within five months. In August, despite an increase in summer visitation, the majority of businesses reported that revenues were still down 20-40%. Additionally, business expenses increased, due to implementation of safety protocols and the installation and operation of outdoor dining infrastructure. Historic Downtown Truckee typically hosts over a dozen large events each year, including the summer-long Truckee Thursdays cultural event series. Cancellation of all events caused a loss in both event revenue and foot traffic.

ii. Describe the indirect impacts your entity has suffered from COVID.

Historic Downtown Truckee businesses benefit from both the synergy that exists between a healthy retail and restaurant mix and a high volume of “window shoppers” enjoying downtown’s ambiance. Even after reopening, downtown has experienced lower foot traffic, as retail activity became more transactional and shifted toward big box and online shopping. Looking forward to the winter of 2020-21, downtown businesses are concerned with the uncertainty regarding ski resort operations. If nearby resorts do not open, this will significantly reduce business volume in Truckee.

iii. If relevant, describe the impact COVID has had on your consortiums or partnership resources.

Truckee Downtown Merchants Association (TDMA) is the nonprofit organization of local businesses dedicated to the economic, social, cultural and environmental vitality of Historic Downtown. In a typical year, TDMA hosts the summer-long Truckee Thursdays event series, Art & Soul ArtWalk, and the bi-annual Truckee Follies fundraiser event. Due to the cancellation of these events, TDMA has lost over \$135,000 in revenue, limiting its ability to market downtown and contribute to downtown beautification projects, such as holiday lighting.

b. What specific impact(s) caused by the COVID-19 public health emergency does this proposal address?

This proposal specifically addresses the economic impact of COVID-19’s public health restrictions—including indoor dining restrictions—on Historic Downtown Truckee’s businesses. The overarching goal is to avoid the long-term deleterious impact of vacant storefronts, and to keep Historic Downtown vibrant as a destination for residents and visitors. We intend to do this by keeping historic downtown from “going dark” this winter, by creating a festive outdoor pedestrian and dining experience that will support business operations. Truckee’s tourism economy is highly seasonal, with peak seasons in both winter and summer. With the help of temporary outdoor dining tents, our downtown businesses have managed to adapt to make it through summer. However, the current setup is not adequate for Truckee’s challenging winter climate. The loss of the winter season—especially the peak period around Christmas and New Years—would be a devastating blow for our downtown. While this proposal will enhance the vibrancy of the whole downtown, it is particularly focused on restaurants, because of their critical role drawing customers to downtown. Restaurants have been hit particularly hard. The Town’s sales tax consultant estimates that restaurant and hotel sales tax revenue will be down 50% year-over-year in the third quarter of 2020, and 60% in the fourth quarter. This proposal aims to mitigate this impact. As our community’s economic and cultural hub, sustaining Historic Downtown will ultimately support all businesses and residents in Truckee.

c. How does this proposal address the impact(s) you have identified that were caused by COVID-19?

We propose to focus on enhancing the outdoor streetscape experience in Historic Downtown Truckee through the winter, to create a “Winter Wonderland” that will be a safe, festive destination to draw residents and businesses to our downtown. The plan will include winterizing covered outdoor spaces and installing heaters to allow restaurants to operate outdoor dining in inclement weather, coordinating Town snow removal to accommodate these structures, festive holiday lighting throughout downtown and in gateway areas leading into downtown, and the closure of parking spaces in certain areas to facilitate outdoor dining and socially distanced pedestrian activity.

TAB C: Economic Impact

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 jobs created or retained, etc.

Historic Downtown Truckee is comprised of over 130 businesses providing over 1,500 jobs to the Truckee community. These businesses generate 14.5% of Truckee's sales tax, accounting for approximately \$670,000 in sales tax revenue in FY18/19. This proposal aims to support business operations to lessen the COVID impacts on business revenue, employee retention, and sales tax revenue.

A thriving downtown is vital to a healthy economy in eastern Nevada County and the greater North Tahoe region, and the benefit of Historic Downtown Truckee extends far beyond its borders. As a locally-driven, art-filled main street with a focus on beautifying the historic district, our Historic Downtown adds to our community's vitality by making Truckee an attractive place to live, work, and visit, thereby catalyzing economic activity throughout the region. This economic activity drives Truckee's town-wide sales tax revenue (\$4.6 million in FY 18/19), transient occupancy tax (\$4.3 million), and property tax (\$11.4 million).

Visitors frequently report that they choose to stay in Truckee over other competing destinations because Truckee is "authentic" and "charming," an image that is driven by our Historic Downtown. As a key visitor destination within the region, our Historic Downtown contributes to tourism's significant economic impact throughout Truckee, including an estimated 1,170 tourism-related jobs and \$52.9 million annually in direct tourism earnings (2018).

Truckee Thursday is one example of Historic Downtown Truckee's role as a catalyst for significant economic impact. This eleven-week summer street festival is organized by Truckee Downtown Merchants Association in partnership with the Town of Truckee. The event attracts 55,000 visitors to Historic Downtown each summer. Truckee Thursdays has over 120 different vendors participating each week, including artists, non-profit organizations, food trucks and restaurants, and Truckee commercial businesses. Many of the commercial vendors have brick and mortar businesses that are located in areas with limited or non-existent foot traffic. With little to no budget for advertising, these businesses are able to leverage the event to gain exposure to over three thousand people a week. These efforts result in driving customers to their commercial locations. For many of the smaller artists, Truckee Thursdays provides an additional source of income. During some of the worst years of the recession, a number of vendors cited their participation in the event as the reason they were able to keep their family home. Additionally, it allows many people a platform in which they are able to "test" out their products and talents and gain experience and feedback. This is a vital step in going from a hobby to owning a business. This "incubator" effect is one that we are most proud of as a by-product of the event. At least three Town of Truckee commercial businesses began as Truckee Thursdays vendors, going on to open businesses and fill vacant commercial space. This is an amazing example of successful economic development.

b. Please explain how you document the impact. You may include links to annual reports or studies, etc.

- Town-wide tax data is sourced from the Town of Truckee FY2020-2021 Draft Operating Budget (pending adoption September 2020). Data is reported for FY2018-19, the most recent fiscal year for which budget actuals are available.
- Downtown-specific tax data was aggregated by sales tax consultant HdL Companies, using FY 2018-19 data.
- Statistics related to Tourism-related jobs and annual tourism earnings are sourced from the *Truckee, California Visitor Economic Impact Report, 2013-2018* by Dean Runyan and Associates (September 2019): <https://drive.google.com/drive/u/0/folders/1wZYzKVij3LLoZEOKtCj0F1fe381FE6H>

TAB D: Leveraging Partnerships and Resources

a. Describe your track record of leveraging additional partnerships and resources.

The Town of Truckee has an exemplary record of successfully accessing and leveraging grant and partnership resources, including receiving, implementing, and reporting on multiple state, federal and regional grants each year, ranging from \$10,000 to well over \$1,000,000. The Town administered over \$16 million in grant funds between FY 2014-15 and FY 2018-19.

Additionally, the Town has a long history partnering with community nonprofits and agencies to magnify our impact. Recent examples include collaboratively developing and operating the Town's shared Animal Services and Humane Society of Truckee Tahoe facility; participation in the regional Mountain Housing Council (made up of twenty-nine community partners to address the housing crisis); leading the Truckee Multiagency Site Planning Study collaborative planning process with four local special districts; and partnering with the Truckee Donner Land Trust and The Truckee River Watershed Council to advance trail and wetland restoration projects.

b. Describe how you will leverage additional funding that will contribute to recovery:

The Town of Truckee will pledge \$50,000 of General Fund economic development dollars, \$50,000 of non-grant CAREs Act funding, and an estimated \$20,000 of in-kind services to administer this project.

Truckee Downtown Merchants Association (TDMA) will conduct a fundraising campaign with a goal of raising \$25,000 (\$8,000 raised as of August 20, 2020, prior to campaign launch). TDMA members and board members will also contribute volunteer hours to assist with downtown decorating. Dollars raised by TDMA and the Town's General Fund contribution will be used to support the extension of this program beyond the December 30 grant deadline. Downtown businesses utilizing the shared covered space program will provide match funding for the January-March period. Sierra Resiliency Fund low interest loans may be available to eligible businesses to support these costs. Businesses will also provide in-kind support by operating and maintaining these structures throughout the winter.

c. Describe how these funds will help you remain viable after 12/31/20?

These funds will activate Historic Downtown Truckee by providing safe, vibrant outdoor spaces that will enable the continuation of business activity through this winter. Grant funding will be utilized to winterize existing outdoor dining tents, to design and set up Historic Downtown Truckee as a "winter wonderland" in late October, and to operate this program through December 30. Leveraged funding will extend this program through March.

The long-term goals of this project is to maintain businesses' viability, preventing storefront vacancy and potential blight that could occur with wide-spread business closures if Historic Downtown Truckee "goes dark" for the winter. While this program will operate for a finite period, we believe that providing this extra support through this winter is essential for long-term business survival. Maintaining a vibrant downtown—with a healthy mix of retail and restaurants— is critical to maintaining Truckee's vibrancy as a community and destination.

d. Describe your efforts to access other public and/or private funding for your operation:

The Town of Truckee has been directly allocated \$200,369 in CARES Act funding and Nevada County has agreed to pass through an additional \$160,000 to the Truckee Police Department to support emergency operations.

Each business in Historic Downtown Truckee has individually taken significant steps to weather the impacts of COVID-19, including the installation of outdoor dining tents, platforms, fencing, and shade structures. Most business have paid for the outdoor improvements directly but many have also have sought available funding. Collectively, businesses have received the following funding:

- PPP Loan over \$150k - 3 businesses
- PPP Loan under \$150k – 8 businesses
- EIDL Loans/ advances - 16 businesses
- Nevada County Relief Fund grants – 6 businesses
- Sierra Resilience Fund loans – 6 businesses

TAB E: Management Capacity and Measurable Outcomes

a. Describe your entity's capacity to manage, oversee, implement and report on the use of the funds.

The Town of Truckee has an annual budget of over \$60 million and 130 staff. Town staff plan and implement multi-million dollar projects annually, and are fully capable of managing, overseeing an implementing this project. The Town has a strong record at grant management, including successfully receiving, implementing, and reporting on multiple state and federal grants each year. Town management and finance staff are adept at managing budgets for complex projects utilizing multiple fund sources and adhering to reporting requirements for complex programs such as state and federal grants, FEMA and CDBG.

The Town of Truckee also has a strong track record of collaboration with the project partners— including downtown business owners, and Truckee Downtown Merchants Association—which will be essential for implementation. Examples of this partnership in the downtown area include collaborative planning for the annual Truckee Thursdays event series, coordinating a series of ten business sector-specific focus groups involving over 100 businesses—co-hosted by the Town, TDMA, and Chamber—to plan for modified business operations during COVID, and on-the-ground coordination with local businesses and TDMA to expand outdoor dining and business operations this summer due to COVID restrictions. The intent of this Project is to extend these collaborative efforts into the winter months.

b. Describe how you will measure and report outcomes.

a. Be specific about how you will collect data and report your use of funds.

Funds will be utilized for services to install downtown lighting, heating, decorations, pedestrian amenities, and to winterize outdoor dining structures to enhance the downtown. The direct purchase of goods and services will be managed through the Town of Truckee's purchasing policies and budget tracking system. These policies include written contracts or agreements for the purchase of services including scope of work and cost proposal, and itemized invoices, verified by the project manager prior to payment. For sub-grantees utilized in the performance of the grant, the Town of Truckee will require written agreements, itemized invoices for all supplies or services provided and proof of purchase for any equipment purchased or rented.

The project will be managed as a Capital Improvement Project within the Town's budget system to ensure clear accounting of all project expenditures. The Town of Truckee will retain all supporting records, as specified in section 2.2 of the Grant Award Agreement, and submit a mid-term report and final report to Nevada County, as specified in section 2.1 of the Agreement.

b. Be specific about how you will measure and report outcome data quarterly.

The Town of Truckee will conduct quarterly surveys of all downtown businesses regarding the impact of the summer outdoor dining program and the Truckee Winter Wonderland program. Surveys will request year-over-year comparative data for the performance period, including percent change in revenue and number of employees, visitation levels, and qualitative feedback on the success of the summer outdoor dining and Winter Wonderland programs. To respect businesses' sensitivity with data sharing, individual responses will be anonymous and data will be aggregated by business sector. We anticipate that businesses' revenues and visitation levels will still be down year-over-year, and we do not have a clear baseline comparison for what these metrics would be during COVID without these mitigation programs. "Success" will mean that these metrics will not be down as drastically (i.e. <60%), that businesses report that the programs have helped drive revenue, and that the majority of businesses will remain open during the winter.

The Town of Truckee will track and report on the number of businesses that utilized the outdoor structures for business activity, and the percent of Historic Downtown Truckee businesses that remain open for business during the Winter Wonderland performance period.

TAB F: Community Benefit

a. Describe how your entity has made a significant community benefit in the past.

Historic Downtown Truckee supports and sustains a vibrant and visible downtown through community collaboration and unique events, ensuring a vital, art-filled and welcoming authentic downtown in the following ways:

Beautification and enhancement: The Town of Truckee works collaboratively with downtown businesses and TDMA to enhance and beautify Historic Downtown for the benefit of the community. Significant projects include the Brickelltown Streetscape (completed 2016), a streetscape forgivable loan program for businesses, sidewalk and parking construction in the new Railyard area, and current planning for streetscape enhancements on West River and Bridge Streets. TDMA leads many other beautification efforts, including cleaning sidewalks and holiday and year-round lighting, which it is not in a position to fund this year due to COVID budgetary impacts.

Hub for events: Historic Downtown Truckee is a hub for many of Truckee's signature events, including Truckee Thursdays. TDMA established this events series in 2008, in collaboration with the Town, as a signature cultural event to help revitalized historic downtown. Offering a stage with live music; food and beverages; and a wide variety of artisan vendors, as well as sidewalk sales and activities hosted by downtown merchants, it reacquaints attendees with all Historic Downtown has to offer year round. This vital annual event series has been an important economic development driver, supporting brick-and-mortar businesses, local artisans, micro start-up businesses, and local nonprofits. Other events that utilize the Historic Downtown to benefit the community include Truckee Marathon, Art & Soul ArtWalk, Haunted Historical tours, Wine Walk and Shop, MAP-Wild & Scenic Film Festival, Truckee Craw Thaw, the Halloween Parade and Trick-or-Treat, Downtown Holiday Festival and Bud Fish Tree Lighting Ceremony, and Festive Fridays.

Hub for art and culture: Listed on the National Register of Historic Places and designated as a California Cultural District, Historic Downtown is the hub of art and culture in Eastern Nevada County and the North Lake Tahoe region. These benefits include three historic museums, many galleries and events, a Historic Walking Tour, the Truckee Train Depot, California Welcome Center, and 220 historic structures.

b. Describe how your entity has made a significant community benefit in response to Covid19.

The Town of Truckee worked with TDMA and businesses to significantly relax outdoor business activity restrictions to facilitate safe business adaptation. The Town, TDMA and Truckee Chamber co-hosted a series of ten Business Round Table Discussions to support businesses with sector-specific planning for safe reopening. Retail shops and restaurants have changed business models to ensure safety and viability.

The Town, TDMA, Truckee Chamber, and Sierra Business Council have collaborated on a multitude of projects to ensure our business community is informed, educated, and supported. These include: ongoing outreach to keep businesses informed about changing state and county requirements and funding opportunities, establishing, administering, and contributing to the Sierra Resilience Fund loan program, contributing to the Nevada County Relief Fund, participating on county COVID-19 Recovery Advisory and Business Task Force Committees, organizing a volunteer-led "Mask Up" mask distribution program, and no cost distribution of PPE to businesses.

c. Describe how your proposal would benefit the community.

The proposal would create a "Winter Wonderland" downtown, including festive holiday lighting, enhanced pedestrian spaces, and covered outdoor dining and uncovered pedestrian activity areas suitable for our harsh weather conditions. Collectively, these steps are intended to keep our downtown from "going dark" this winter by enabling the safe continuation of restaurant and retail activity through the winter months, and transforming the downtown into an inviting, vibrant winter destination for residents and visitors. While the project's timeframe is limited, the goal is to help our downtown businesses to weather the challenging winter months to ensure the long-term health of Historic Downtown Truckee.

TAB G: Budget and Financials (maximum of 1 page plus Budget Template- Attachment C)

a. Submit Attachment C with this section- See attached

b. What is your total funding request for this grant?: The total funding request is \$400,000.

c. What is the timeframe for this program?

- *Mid-August to Mid-September:* Additional outreach to Downtown businesses to plan winterization modifications for outdoor dining infrastructure. Finalize plans for lighting and Outdoor Dining Sub-Grant Program. Develop template agreements for program administration that will comply with Grant requirements.
- *Mid-September to Mid-October:* Town and businesses execute agreements
- *Mid-October to early November:* Winterization modifications, install lighting and pedestrian enhancements
- *October 31:* Deliver mid-way report to Nevada County
- *Early November- December 30:* Downtown Winter Wonderland infrastructure to remain up and operated by downtown businesses, using grant funding
- *December 1:* Business submittal deadline for all invoices and documentation for sub-grant program
- *December 31- March:* Downtown Winter Wonderland operated by downtown businesses using non-grant funding
- *January:* Business survey to measure program impact; compile documentation; deliver final report to County

d. Describe specifically how the CARES funding will be used.

i. Provide an itemized funding request and brief funding narrative for March 1, 2020 and July 31, 2020.

Item	Narrative	Expense
Outdoor dining infrastructure-summer grant program	The town will provide an Outdoor Dining Sub-Grant Program to restaurants town-wide to offset the cost of outdoor dining infrastructure incurred during summer 2020. The goals of this program are to spread economic benefit to businesses and neighborhoods throughout Truckee. To assist with business cash flow and simplify the collection of required documentation, the program will reimburse eligible businesses for outdoor dining infrastructure expenses incurred between May-July, with the intent that businesses will reinvest in continuing outdoor dining this winter. Grant funding is expected to support 12 restaurants. The Town will contribute an additional \$50,000 match funding.	\$60,000

ii. Provide an itemized funding request and brief funding narrative for August 1 to December 31, 2020.

Item	Narrative	Expense
Holiday Lighting	TDMA does not have funds to install holiday lighting this year, due to COVID impacts. Grant funds will be used for the Town to light up all of downtown, including expanded lighting in downtown gateway areas to create a dramatic, festive, and inviting ambiance.	\$73,000
Downtown outdoor dining winterization	Outdoor dining structures are already installed throughout downtown, with most structures will be shared between 2 neighboring restaurants. The Town will work directly with each business and their tent contractor to plan modifications to winterize these structures, including addressing snow load, drainage, heat, and lighting. Grant funds will sub-granted to restaurants to implement modifications and to rent infrastructure for November- December. Program will support up to 15 downtown businesses.	\$150,000
Safety barriers	Town will install "K-rail" safety barriers around infrastructure to accommodate snow plow operations	\$70,000
Pedestrian platforms	1 40' x 16' and 1 48'x16' uncovered platforms will be installed to convert parking spaces into pedestrian areas with seating to expand space for safe social distancing. These areas will accommodate popup retail activity and could include safe outdoor heaters or a fire pit.	\$36,500
Business coordination	The Town will contract with TDMA to assist with business coordination in planning, facilitating shared use of structures between neighboring businesses, and operation of pedestrian platforms. Cost is projected at 100 hours planning + 20 hours per week for 10 weeks of operation.	\$10,500

Attachment C: Budget Notes:

- (1) The Town budgets on an annual, not monthly basis and operates on a July 1- June 30 fiscal year. The revenue and expense figures provided for the 10-month period of 2019 are calculated as 1/3 of FY18-19 budget and 1/2 of FY19-20 budget. Figures for the 10-month period of 2020 are calculated as 1/3 of FY19-20 budget and 1/2 of FY20-21 *draft* budget (pending adoption in September).
- (2) The Town is applying for this grant on behalf of Historic Downtown Truckee. The services described in this proposal are beyond the scope of typical Town operations and would not typically be paid for out of a Town budget.
- (3) Revenue and Expense figures provided reflect the Town of Truckee's General Fund only.

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. 20-419B

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

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of September 22, 2020 by and between the County of Nevada, ("County"), and Northern California Center for the Arts ("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 those costs identified in the submitted Application received from this Entity which is attached hereto and incorporated herein. 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, and shall reimburse County any grant funding provided under this Agreement that was determined by federal, state or local audit to be unauthorized expenditures under the CRF Funds program.

In addition, Grant Recipient shall maintain strict adherence to all orders and guidance pertaining to the COVID-19 pandemic issued by the Governor of California, the State Public Health Officer, County Public Health Officer, and/or the Nevada County Director of Environmental Health. Failure to comply with this Section shall constitute a Material Breach of this Agreement and a basis upon which County may immediately terminate this Agreement without notice. In amplification of Section 7 (“Hold Harmless and Indemnification Agreement”), Grant Recipient’s material breach herein shall entitle County to any/all damages, including the amounts of judgments, reimbursements, penalties, interest, court costs, legal fees, and all other expenses incurred by County resulting therefrom.

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 Four Hundred Thousand Dollars (\$400,000).**
3. **Term** This Agreement shall commence on September 22, 2020. All grant funds provided by this Agreement shall be expended before December 30, 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. 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.
- 10.1 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.

10.2 **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** To the extent applicable Grant Recipient 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
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
County Executive Office
Attn: Caleb Dardick
Address
950 Maidu Ave.
Nevada City, CA 95959

Phone: (530) 470-2649
Email: Caleb.dardick@co.nevada.ca.us

AWARD RECIPIENT

Northern California Center for the Arts

Attn: Amber Jo Manuel
Address
314 West Main Street
Grass Valley, CA 95945

Phone: (530) 274-8384
Email: amanuel@thecenterforthearts.org

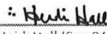
Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

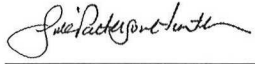
Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By:  Date: Sep 24, 2020
Heidi Hall (Sep 24, 2020 15:26 PDT)

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 From:

By: 
K.L. Elliott (Sep 25, 2020 09:09 PDT)

GRANT RECIPIENT: Northern California Center for the Arts

By:  Date: Sep 23, 2020
Amber Manuel (Sep 23, 2020 19:05 PDT)

Name: Amber Manuel

* Title: Executive Director

****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).***

Application received in response to
RFA No. 130794

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

The Center for the Arts
Economic & Community Resiliency Grant Application
RFA No. 130794

Tab A: Entity Description

Our Mission, Goals and History

Founded in 2001, Northern California Center for the Arts, dba The Center for the Arts ("The Center"), is a cultural and educational organization in Grass Valley that promotes and presents literary, visual, and performing arts for the enrichment of our community. For the past 20 years, we have been the cultural hub of Nevada County. The Center's productions have been viewed by a combined audience of more than 350,000 people. The Center's long history of presenting world class talent and drawing diverse audiences has made it an important generator of business for Nevada County.

The Center has always believed that the arts must be accessible for all. We have been dedicated to removing financial barriers and making our programs available to 7,500 youth annually. We strive to improve the local quality of life for all by providing a rich and inspiring arts scene in our premiere venue.

In 2018, The Center broke ground on a \$6.1 million capital campaign to make critical improvements to its theater and to increase its seating capacity. The new facility is the only premier performing arts center of its kind in Nevada County. The Center now boasts an unrivaled, state-of-the-art, Meyer sound system as well as 492 luxury seats. Because these seats are retractable, The Center is available to sponsor various types of events from banquets to dance events. Our newly renovated facility was slated to have its grand opening in March 2020 -- on the literal eve of the shelter-in-place orders prompted by the COVID-19 pandemic.

Our Staff and Volunteers

Prior to COVID-19, The Center employed 11 full-time and 19 part-time staff and engaged more than 800 volunteers annually.

Community Served

The Center for the Arts is Nevada County's premier cultural arts organization, offering the largest variety of events to a projected 60,000 visitors annually. We champion local visual artists by providing exhibition space, and we collaborate with fellow nonprofit organizations to provide support for their special events and fundraisers.

More than 30 percent of our audience travels from outlying communities as far-flung as Sacramento, Truckee, and the Bay Area. Every summer California WorldFest, our four-day global music festival, attracts 5,000 attendees per day with at least 3,000 festival goers traveling from outside of Nevada County.

Our Critical Role in the Community

We are committed to keeping our doors open, providing vital education programs for our youth, and fulfilling our promise to the community. But we need your help during these economically challenging times to continue creating jobs, supporting local artists, educating youth, and providing a necessary outlet for all to express themselves and to experience the full range of human emotions through the arts.

The arts are uniquely able to promote empathy and compassion, teaching us how to treat others with respect, work together to solve problems, and to be a positive part of our community. The arts are excellent for mental health and combat the effects of isolation. All of these qualities will only be more vital in a post COVID-19 world.

Principals at The Center for the Arts

Amber Jo Manuel, Executive Director

Amber Jo joined the staff at The Center for the Arts in Fall 2016. She is a native of Nevada County and returned after a 17 year career at large, not-for-profit arts organizations. At the American Conservatory Theater she successfully led a \$33 million capital campaign for ACT's second stage, The Strand Theater, and was involved with capital campaign fundraising and development efforts at both Cal Academy of Sciences and Berkeley Repertory Theater. At The Roundabout Theater in New York, she worked on the Studio 54 seat campaign and the historic reopening of the Stephen Sondheim Theater, the first LEED-certified Broadway theatre.

Dave Spellman, Facility Director

A graduate of the University of California at Los Angeles in Technical Theater/Design, David began his artistic career as a theatrical scenic artist and lighting designer. His lighting and set design credits include multiple theatrical productions and 200 concerts in the Los Angeles area, as well as the design and installation of new lighting systems for two theaters. David spent 35 years as a stage manager overseeing the technical production elements for more than 300 events per year.

Debi Curtis, Administrative & HR Manager

Debi joined the Center in March 2016 from the Sacramento area. She has over 25 years of Accounting and HR experience, including 12 years in various non-profits (WEAVE and Folsom Cordova Community Partnership). Debi enjoys working for non-profit organizations that allow her to use her business skills while still making a difference in her community.

Betsy Swann Brown, President of the Board of Directors

Betsy is a medical device executive with a degree in Engineering Physics. She has held a variety of technical and senior management roles in manufacturing, research & development, marketing, business strategy, and intellectual property. To conclude a rewarding 17-year stint at medical device innovator Conceptus Inc., she worked with the senior leadership team to negotiate the recent sale of the company to Bayer Healthcare for \$1.1 billion. She is an inventor on at least 17 issued US patents.

Rick Berquist, Vice President of the Board of Directors

Rick has twenty-five years of experience working in enterprise applications. As a technologist, Rick worked with PeopleSoft as a startup and Vecta PLC in the UK. He is currently Senior Software Advisor and a member of the Board of Directors with Lotus Technology. He holds a degree in computer science from California Polytechnic State University and studied management at Harvard Business School.

Aaron Rutledge, Secretary of the Board of Directors

Aaron has lived in Grass Valley since early 2001. He is raising his four children here. He has been involved with and owned several local technology companies. His experience working with other local organizations has allowed him to commit time and energy into keeping our community a great place to live – from human rights to youth education, and now, the arts.

Martin Polt, Treasurer of the Board of Directors

Martin has lived in Nevada County for the past 15 years. He earned his BA in Finance from the University of Denver, and MA in Applied Economics from San Francisco State University. He started his career as a financial analyst in banking, followed by positions as Chief Financial Officer in homeless and mental health non-profits, and he has held his current position as Chief Fiscal Officer for the County of Nevada for the past 6 years.

Tab B: COVID-19 Impacts**The Direct Impact of COVID-19**

On March 11, The Center completed a two-year \$6.1 million renovation. After two days, The Center was forced to close due to the COVID-19 pandemic. Our revenue streams have been severely cut as a result of shelter-in-place. During March to December, The Center had projected to earn \$2.7 million in ticket sales for concerts, venue rentals, bar sales, and our four-day world music festival California WorldFest.

Over 140 concerts and rentals are being rescheduled. In March, The Center immediately trimmed our expenses and maintained all administrative staff by reducing staff hours through EDD's workshare program. Striving to continue our mission of making the arts accessible to all, we began a new broadcast series "From The Center" which brings the arts into the homes of Nevada County and beyond. This series not only supports local artists but provides jobs for our production crew, stage hands, and sound and lighting technicians. Recognizing that many in our community may not feel safe attending live concerts for an uncertain amount of time, this new series will provide a professional streamed concert experience for any music-lover and provide an additional source of revenue in the future.

The Center has produced Summer Camps in theater, dance and visual arts every year since 2010. This year, due to the fact that many schools are closed for in person classes, The Center has added Fall and Spring Classes. These small 10 person classes provide more social distancing than in a typical school setting, and we have altered our schedule to allow only half day classes in order to reduce breaks and lunch time activities.

The Indirect Impact of COVID-19

The indirect impact on our organization includes low attendance in summer camps and the open studios tour. At 50 percent less capacity, The Center will have an additional loss of \$12,000 to run these programs. Our business and individual memberships are down 49 percent, a loss of almost \$187,310. Several donors have requested more time to pay their capital campaign pledges making it impossible to pay our final bills on the renovation. We have lost business sponsors for The Center and California WorldFest, and our businesses have lost the opportunity to market their products to thousands of potential customers.

The staff has endured the enormous challenge of working nonstop to prepare and open Nevada County's premier performing arts center, only to experience the crushing disappointment of closing the venue two days after re-opening. Our remaining skeletal administrative staff have had to adopt various new roles.

Our Proposal

Shelter-in-place and restrictions on gatherings have had an immediate and dramatic impact on our revenue. Since March 13, we have been unable to resume any of our normal operations. It may be many months before we again receive revenue from ticket sales and many more months before a vaccine is developed and the public feels safe attending a full capacity event. In the interim, if we want the arts to survive in Nevada County, we need your investment.

Our 2020 financial projections estimated 60,000 would visit The Center in our first year and these visitors would spend over \$1.7 million in arts-related spending. We have more than 60 business partners and more than 3,000 individual members. We provide more than entertainment to 7,500 children and 60,000 adults each year and our surrounding community has invested over \$3.1 million in our recent capital campaign. Our events bring out of town visitors to area hotels. Our customers visit local shops and restaurants before events. And our sponsorship program promotes the goods and services of local businesses. Preserving The Center in Nevada County is critical to maintaining our vibrant sense of community as well as the long-term health of our local economy.

TAB C: Economic Impact

The nonprofit arts and culture sector generates \$46.9 million annually in total economic activity in Nevada County. For the past twenty years, The Center has been an anchor in our community for arts and culture. Prior to our expansion project and renovation, more than 35,000 people would visit The Center annually. The Center sold more than \$1.2 million in tickets and according to a study by the Americans for the Arts, generated more than \$800,000 in additional event-related spending in our economy.

In 2018, with a history of strong financial support and good business practices, The Center was able to secure a \$3.6 million construction loan from River Valley Bank and a \$1.5 million loan from a private lender. During construction, we maintained our staffing levels at 10 full-time and 12 part-time show staff, produced a series of off-site concerts called The Center *OnTheGo*, grew our education programs for youth, and financially sustained ourselves throughout 18 months of construction. The construction itself supported more than 200 jobs and 40 local businesses.

The construction loans were secured based on detailed financial projections which clearly outlined our ability to service the debt. Prior to the business interruption created by required closures, The Center was planning to host 120 concerts, 48 rentals, and 60,000 visitors per year. Our 2020 expenditures were projected at \$3,037,528. These expenditures included paying employees, purchasing supplies, contracting for services and acquiring assets within Nevada County. This spending supports jobs, generates household income and generates revenue for local and state governments. In addition, our audiences were expected to spend more than \$1.7 million in local restaurants, shopping at retailers, paying babysitters or having dessert after the show.

Defining the Economic Impact of The Center and our Audiences

Generated by	Expenditures	FTE Jobs= total amount of labor employed	Household Revenue= salaries, wages and entrepreneurial income paid to residents	Local Government Revenue	State Revenue
The Center	\$3,037,528	104	\$2,179,001	\$105,827	\$154,367
Our audience	\$1,766,568	43	\$884,203	\$77,800	\$102,991
TOTAL	\$4,804,096	147	\$3,063,204	\$183,627	\$257,358

30 percent of our attendees at The Center and 77 percent of our attendees for California WorldFest are nonresidents. Their spending supports tourism and lodging within Nevada County. In fact, according to *Arts & Economic Prosperity 5*, produced by Americans for the Arts and the Nevada County Arts Council, 76.4 percent of non resident survey respondents indicated that the primary purpose of their visit to Nevada County was "specifically to attend an arts/cultural event."

Pre-Renovation Annual Reports show the impact our programming has on the community, when fully operational. With a seating increase of 58% we expect these numbers to grow proportionately:

[2016 Annual Report](#)

[2017 Annual Report](#)

TAB D: Leveraging Partnerships and ResourcesOur history of leveraging partnerships and resources

The Center has an established history of successfully leveraging partnerships and resources. Over the past two years we raised \$3.1 million for our capital renovation project. Every year we raise between \$550,000 and \$600,000 in contributed income. We have 68 business members, 38 of which make in-kind contributions of goods and services. We have over 3,000 individual members and more than 800 volunteers.

Ability to secure additional funding

Without revenue from ticket sales, The Center has projected we will need to raise an additional \$1 million to keep our doors open until Fall 2021. The Center would leverage funds received from the Economic & Community Resiliency Grant to solicit additional emergency funds. Around the country, independent arts venues are closing. The long term impact on a community when such a venue closes can be devastating. With the support of the Nevada County Board of Supervisors, we can prevent this loss for our community. With the help of an Economic and Community Resiliency Grant, The Center can confidently launch a second phase of our Emergency Fund and raise an additional \$500,000. Our survival and the community's health go hand in hand.

Our efforts

At the beginning of COVID-19, The Center quickly launched the Art Center Emergency Fund with the goal of raising \$150,000 for operations. We successfully surpassed our goal and raised \$155,000 in four short weeks from 359 donors. Sixty percent of these contributors were nonmembers or those who had never before given to The Center.

The Center received the PPP and the EIDL for \$150,000. The PPP was used for salaries and one interest payment. The EIDL was critical in allowing us to pay mounting bills from the end of construction. Currently, we have several unpaid vendor payments including the mortgage, interest payments, utilities, and payments on recently purchased equipment. For the past several months, we have been negotiating extensions on these payments.

The importance of remaining visible

In order to continue to fundraise, maintain our donor base, and support our business members in this challenging time, we must be able keep our doors open. By continuing to operate, we continue to provide opportunities for artists -- through the "From the Center" Broadcast series -- and for area youth -- through our fall and spring classes. The future of The Center is dependent on our remaining viable and open throughout COVID-19. To succeed with a second reopening, we must be able to continue to work on rescheduling the amazing talent that were scheduled to play at The Center in 2020. We need our industry to know The Center is resilient and able to compete with the best venues in Northern California. Being open will also allow us to continue to leverage our newly renovated facility, and to be a resource for artists, nonprofit organizations, and businesses, many of whom are already reaching out to take advantage of our facility and broadcast services.

TAB E: Management Capacity and Measurable Outcomes

The Center for the Arts has seven full-time administrative staff including a full-time Accounting Manager, Database Coordinator, and an experienced Board of Directors. Our financial records are kept in QuickBooks, and we perform an annual audit. We have successfully been in business for 20 years and have never had any negative audit findings.

For the past two years, The Center's team managed a multi-million dollar capital fundraising campaign, tracked several multi-year pledges, and fulfilled over 200 building recognition opportunities. We managed a \$3.6 million construction loan and have experience working with a control group to facilitate funding draw requests. As the construction loan did not cover much of the costs for Furnitures, Fixtures and Equipment (FF&E), we fundraised and managed a separate account to cover the cost of these expenditures throughout the capital campaign.

With an Economic and Community Resilience Grant we will be able to maintain our reduced staffing levels, catch up on mortgage and interest payments, pay past due expenses and keep current with payables. We will also continue EDD workshare documentation and report outcome data quarterly. Our current payables and projected payables have been prioritized and are visible on our Balance Sheet. We will report the draws on the grant quarterly and provide a final report.

This funding will allow us to continue our education and outreach programs and our "From The Center" broadcast series. We will measure the success of these programs by attendance for the fall and spring classes and by views for the "From The Center" series. Our first three streams yielded a combined 975 youtube views and 3,850 facebook views. Many of these views were from outside the area, furthering the visibility of Nevada County nationwide.

Our final report will include quantitative information regarding how the grant was allocated, the number of youth and adults reached through are education programs, and the number of views and dollars raised through our "From The Center" broadcast series. We will also provide a qualitative video report showcasing artists, staff, and students who benefited from the community programs we offer. The video will include testimonials, footage of fall and spring classes, and provide a look at the jobs we are creating and the skills we are learning through our broadcast series.

TAB F: Community Benefit**History of Impact**

For the past 20 years, The Center has served over 35,000 patrons annually bringing a diverse line up of world class musicians, singer songwriters, dancers, and comedians to our rural community. Over 80 visual artists participate in the Open Studios Tour. 7,500 children benefit from our education programs and almost 1,000 local youth appear on our main stage annually. Over 150 youth attend Summer Camps in painting, writing, dance, and music. For families in need we assist with up to \$10,000 in full and partial scholarships.

Our multifaceted arts education programs offer training in theater, visual arts and music. Students from throughout the county are provided access to live multicultural theater experiences through low- to no-cost performances; customized workshops facilitated by distinguished visiting artists; touring productions from world-class performers; and free family programming.

Our Response to COVID-19

Despite low attendance, The Center held summer camps in July and August. The Center has three classrooms, a 492- seat auditorium, and a 100-seat black box theater where the camps took place. Students and teachers wore masks, and we were able to provide small enough classes that offered plenty of social distancing.

We also launched our "From the Center" broadcast series which created accessible experiences for audiences, and creative opportunities for artists through COVID-19. Artists are paid to perform and have the opportunity to rehearse on our stage and play through our state-of-the-art sound system. They also receive a professionally edited recording of their performance.

"From The Center" also provides jobs for stage technicians. One broadcast requires eight technicians skilled in lighting, sound, camera work, switching, and stage management. With venues closed and all live concerts cancelled, this series is the only opportunity for these stage professionals to practice their craft.

Our families and youth benefits

The Center received a California Arts Council grant to launch a student matinee series for the 20/21 Season. As live theater and student field trips are on hold, the series will be instead streamed at no cost to Nevada County families. Three professional productions will travel to Nevada County from across the country further providing nationwide attention to Nevada County and its new state-of-the-theater. The productions planned include *Call of the Wild* by Jack London; *Is this a Dagger*, a deconstruction of Shakespeare's MacBeth; and *Wings of Courage*, the story of Eugene Bullard, the first African-American fighter pilot in World War 1. We will miss having a live school audience for these productions, but we applaud the California Arts Council for continuing to support this program and the artists for allowing us to stream the production into the homes of families across the county.

Our community benefits

Our new "From the Center" broadcast series is already benefiting nonprofits throughout the region. CHIRP's benefit for the Nisenan will move forward as a virtual fundraiser next month. Music in the Mountains is also planning on using our broadcast services for their holiday concert series.

This spring, from the funds raised through the Art Center Emergency fund, we established The Center's Space Sharing Initiative. We dedicated \$25,000 from the funds raised to regranteeing free space rentals or broadcast services for artists, groups, and nonprofits. The center has received 21 applications for free space for special performances and benefits.

TAB G: Budget and Financials

Total Funding Request: \$500,000

Project Timeframe: March 1, 2020 through December 30, 2020

The Center for the Arts respectfully requests an Economic & Community Resiliency Grant of \$500,000 to prevent the closure of our business and to reimburse the cost of business interruption caused by mandated closures. Below we have itemized general operating expenses and COVID-related expenses. Funding is essential to the survival of businesses like The Center that have been shuttered since mid-march. A widely-used vaccine may be the only way fans will be able to safely attend concerts again in the U.S which could easily take until at least summer 2021 to produce and disperse. In the meantime, venues are still paying rent, taxes, licensing fees, and insurance.

Itemized Funding Request	Mar 1, 2020 to Jul 31, 2020	Aug 1, 2020 to Dec 30, 2020	TOTAL
Salaries	\$110, 736 (excludes PPP)	\$122, 536 (excludes NEA Cares funding)	\$233,272
Mortgage & Interest	\$127,778	\$127,778	\$255,556
COVID-Related Expenses	\$9,141	\$10,000 <i>projected</i>	\$19,141
Monthly Expenses	\$22,110	\$21,542	\$44,573
Equipment Payables		\$41,000	\$41,000
		TOTAL	\$593,542

- I. This item includes salaries only and does not include payroll taxes or workman's comp. Our staff has worked diligently to respond to the public health emergency by rescheduling shows, processing refunds, reaching out to business sponsors, and launching our Art Center Emergency Fund which raised over \$155,000. We have reduced hours and enrolled our staff in the EDD Workshare program. We must maintain our staff to continue community arts programming, support artists, youth and adult education classes, provide jobs for the production crew and the mission of our organization.
- II. It is imperative our mortgage and interest payments are paid so that we can protect this community's investment in our recently completed state-of-the-art theater.
- III. COVID-related expenses include PPE equipment, additional sanitizing for the work areas, and phone and internet stipends for staff working from home during stay at home orders. The projected expenses are if we continue to have only small events, rentals and streaming. If restrictions are lifted and we are allowed to have an audience in 2020 this projection would increase depending on the number of people.
- IV. Our monthly expenses include some utilities, copier lease, insurance and payroll fees.
- V. Equipment payables includes payments for equipment purchased in 2019 that has remaining balances. We have negotiated extensions on these payments but the final payments are due by the end of 2020.

Thank you, Nevada County Board of Supervisors, for your support. As an anchor organization vital to our community's economic and cultural prosperity, The Center for the Arts appreciates the opportunity to participate in the macro-grant application process.

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. 20-419C

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

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of September 22, 2020 by and between the County of Nevada, (“County”), and Nevada County Cultural Preservation Trust, dba Miners Foundry Cultural Center (“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 those costs identified in the submitted Application received from this Entity and attached hereto and incorporated herein. 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, and shall reimburse County any grant funding provided under this Agreement that was determined by federal, state or local audit to be unauthorized expenditures under the CRF Funds program.

In addition, Grant Recipient shall maintain strict adherence to all orders and guidance pertaining to the COVID-19 pandemic issued by the Governor of California, the State Public Health Officer, County Public Health Officer, and/or the Nevada County Director of Environmental Health. Failure to comply with this Section shall constitute a Material Breach of this Agreement and a basis upon which County may immediately terminate this Agreement without notice. In amplification of Section 7 (“Hold Harmless and Indemnification Agreement”), Grant Recipient’s material breach herein shall entitle County to any/all damages, including the amounts of judgments, reimbursements, penalties, interest, court costs, legal fees, and all other expenses incurred by County resulting therefrom.

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 Two Hundred Ninety Thousand Dollars (\$290,000).**
3. **Term** This Agreement shall commence on September 22, 2020. All grant funds provided by this Agreement shall be expended before December 30, 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. 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.
- 10.1 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.

10.2 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** To the extent applicable Grant Recipient 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
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
County Executive Office
Attn: Caleb Dardick
Address
950 Maidu Ave.
Nevada City, CA 95959

Phone: (530) 470-2649
Email: Caleb.dardick@co.nevada.ca.us

AWARD RECIPIENT

Nevada County Cultural Preservation Trust,
dba Miners Foundry Cultural Center
Attn: Gretchen Bond
Address
P.O. Box 1991
Nevada City, CA 95959

Phone: (530) 265-5040
Email: gretchen@minersfoundry.org

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: Sep 24, 2020
Heidi Hall (Sep 24, 2020 15:25 PDT)

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 From:

By: 
K.L. Elliott (Sep 25, 2020 09:08 PDT)

GRANT RECIPIENT: **Nevada County Cultural Preservation Trust,
dba: Miners Foundry Cultural Center**

By:  Date: Sep 24, 2020
Gretchen Bond (Sep 24, 2020 09:04 PDT)

Name: Gretchen Bond

* Title: Executive Director

****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).***

Application received in response to
RFA No. 130794

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

TAB A. The Nevada County Cultural Preservation Trust, dba Miners Foundry Cultural Center, was officially established as a community cultural center in 1989. The Miners Foundry Cultural Center (Miners Foundry) is a California State Registered Historic Landmark, built in 1859 as an iron works, then transitioning into a steel fabrication and a metal shop. The Pelton Wheel, which revolutionized hydro-electric power generation, was invented at the Miners Foundry and is one of its claims to fame. Since then the Miners Foundry has prospered and evolved into an enduring Nevada County institution that provides a vast array of invaluable events such as nonprofit fundraisers, weddings, celebration of lives, graduations, world class music, plays, sing-alongs, film festivals and much more. The Foundry is affectionately known as the heartbeat of Nevada City since its host to so many pivotal life events that remain engrained in our hearts.

Our Mission: The Miners Foundry Cultural Center is a living historic treasure serving Nevada County as a cultural arts and community events center. More than a venue, the nonprofit's mission is to preserve, enhance and utilize the historic Miners Foundry for cultural, educational, and social activities in Nevada County. It is a symbol of California's rich historical heritage, providing a social bridge from our past to the present and future. The cultural center has been serving Nevada County continuously, first as the American Victorian Museum and then as the Miners Foundry Cultural Center, since 1975. The Foundry is ably helmed by Gretchen H. Bond, our Executive Director, who previously served as the Executive Director of the School of the Arts Educational Foundation and a Portfolio Manager at Management Asset Corp. She has a BA in Art History and has served the Foundry since 2005. Kat Kress, joined the team at the Miners Foundry in 2011 as the Event Coordinator, and currently serves as the Assistant Director. Mercyhurst College with a Bachelor of Arts Degree in Communications with a Minor in English. She is currently pursuing a Masters Degree in Organizational Leadership.

Since the COVID pandemic, the Foundry was forced to reduce its staff to 2 full-time and 6 part-time employees. Prior to COVID we employed 4 full-time and 15 part-time employees, in addition to dozens of independent contractors such as musicians, lighting and sound technicians, security personnel, caterers, wedding planners, artists, actors and more.

We serve all of Western Nevada County, primarily Nevada City and Grass Valley (based on demographic surveys). However, due to the compelling nature of our events, our patrons/attendees hail from Yuba, Placer, El Dorado and Sacramento counties as well as Reno and beyond. In fact, 95% of our average of 65 weddings a year come from out of the area with the majority coming from the San Francisco/Bay Area, Southern California and Sacramento. Note: We conduct post event surveys after every wedding and every Foundry event to track our clients and better focus our marketing, so our stats are solid.

Since 1975, when the Miners Foundry was purchased by Charles Woods and David Osborn, who established the American Victorian Museum, the Miners Foundry has been an economic engine and cultural hub of the community. Today, our events bring over 60,000 people to the heart of Nevada City on an annual basis, many of whom stay, eat and shop locally. The Miners Foundry has served Nevada County as an iron works, machine shop, and cultural center for over 160 years which firmly ensconces its legacy as vital and enduring anchor institution serving the community in many different ways. We are the largest venue in Nevada City, with over 9500 square feet of space and offer unique flexibility, with a myriad of unique event spaces such as the Stone Hall, Osborn/Woods Hall, Upper Gallery, and now the new Foundry Bar and Café. The fabric of our community is woven throughout the Foundry as many community members have shared special experiences from births to deaths as well as the rich tableaux of life that happen in between. We are always available to the community in a crisis. The Foundry is the 'first responder' home to fundraisers for any and all causes due to natural and man-made disasters, as well as economic and health crises. Everything meaningful happens at the Foundry and we are the heart of the community with many residents sharing special moments that are embedded deep in our souls. A gathering space that holds the collective memories of generations of community members is intrinsic to the life, heart, and soul of the community it serves. The Foundry is proud to have served our community in this capacity for generations, and honored to continue the tradition for the generations to come.

TAB B Although the Miners Foundry building was closed to the public beginning March 12th, staff has been diligently working behind the scenes. We immediately began researching and applying for every possible grant or loan that would help sustain our 161-year-old building and continue our mission of serving Nevada County. We also laid off all non-essential personnel and cancelled all nonessential services. At the end of March, we immediately applied for and received the PPP funds and applied for and are still waiting to receive the EIDL funds. At that time we were running at a 50K deficit each month.

Because we are a community gathering space and event venue, we are not able to function as such and have lost all our traditional sources of revenue. Since March we have lost over \$300,000 in revenue. By making even more cuts, we are currently running at a \$35K deficit each month and at this point predict we will be out of cash by September. If this happens, the Miners Foundry Cultural Center will need to close our doors.

As the majority of our events are classified within Stage 4, it quickly became apparent "business as usual" would not be returning to the Miners Foundry any time soon. Drawing inspiration from our mission and the long history of the building, we decided to pivot and launch a new business allowing us to continue to serve our community and for our community to be able to enjoy the beloved Foundry.

Our goal is to continue to fulfill our mission of serving our community and providing a gathering space for historical, educational, cultural, and social activities in Nevada County. With a type 47 liquor license (restaurant and bar), a commercial kitchen, and an extremely large and flexible space, we decided to open a bar and cafe, and when allowed, a gathering place for smaller numbers. As soon as we were able, we opened our doors to the public, only to be shut back down less than two weeks later. We acted quickly, purchased tables, chairs (plastic to sanitize easily) umbrellas, stanchions, planters, plants, a portable bar and moved our entire bar and café outside. In an attempt to support our artists and vendors, we are working with Cheri's Hand-dipped Ice Cream, SRC Rentals, and Kaliko's Hawaiian Kitchen and we are paying musicians to play at our new Patio Bar.

When we get to Stage 4, the plan is to shift back to providing a space for the community to gather in larger numbers, while continuing the operations of the Bar and Cafe. The staff and Board at the Foundry are very adept and skilled at shifting and we are used to being flexible, so these changes will not be as much of a challenge for us as they might for others. We are also extremely fortunate to be the caregivers of a large, flexible space. The Miners Foundry has demonstrated repeatedly over the last 161 years it has the ability to pivot and support the needs of our community.

This proposal addresses the direct and indirect impact the COVID-19 public health emergency has had on the Miners Foundry as it directly impacts our ability to exist and provide the multitude of benefits our event and cultural center offers to the community and other service providers and entertainers. With this funding we will be able to remain open and viable while further developing our new revenue streams from our patio bar and food service, as well as our new Café. We will start to offer Sunday brunches in the near future and continue to brainstorm new and creative ways the space can be enjoyed by our community in a safe and healthy environment.

The Miners Foundry has essentially started two new businesses and we are very undercapitalized. We will use this funding to help us scale up our new operations and fine tune them until they produce enough income to cover our current overhead. We need support as we move through these stages.

TAB C

Miners Foundry Cultural Center – Economic Impact Report 2019

Economic Impact per \$100,000 of direct spending by the Miners Foundry (Foundry) and per \$100,000 of direct spending by audiences/event attendees (Foundry events)

Full-time Equivalent Jobs supported by the Foundry =	20
Local government revenue generated by the Foundry =	\$17,495
Local event-related spending generated by the Foundry* =	\$1,034,214
Non-local event spending generated by Foundry events =	\$1,133,857
Total event-related spending generated by events=	\$2,168,071
Local wedding guest spending**	\$8,883
Non-local wedding guest spending**	\$415,761
Total Average Wedding related spending generated*	\$1,506,693
Total Wedding related spending by guests & wedding party	\$1,931,337
Total Related Spending generated by Foundry Events & Weddings	<u>\$4,099,408</u>
Full-time equivalent jobs supported by Foundry audiences=	33
Full-time equivalent jobs supported by Foundry Wedding attendees	22
Local gov't revenue generated by Foundry audiences =	\$106,257
Local gov't revenue generated by Foundry Wedding guests	\$94,654
Total resident income supported by the Foundry=	\$312,538
Total resident income supported by local audience spending=	\$748,266
Total resident income supported by Wedding guests	\$666,562
Total spending generated by the Foundry, Foundry events & Weddings:	\$4,099,408
Total Local Revenue generated by " " " " " " " " " " " "	\$218,406
Total Resident Income supported by t " " " " " " " " " " " "	\$1,727,366
Total Local Economic Impact of the Miners Foundry:	\$6,045,180
Total Full-time equivalent jobs supported by Foundry, Foundry Events & Weddings:	75

These figures were determined using the Arts and Economic Prosperity Calculator developed by Americans for the Arts in partnership with Nevada County Arts Council. The project researchers calculated the economic impact per \$100,000 of direct spending by nonprofit arts & cultural organizations and their audiences.

All of our vendors are suffering greatly from photographers, to florists, event planners, caterers, rental companies, and cake decorators. No one wants to see the Foundry turned into a retail space with multiple shops, a sake factory, or even demolished. Historic buildings as unique and beautiful as the Miners Foundry carry the cherished memories of each generation forward.

To lose such a monumental shared community experience would be devastating to Nevada City and Nevada County.

TAB D The Miners Foundry has worked closely with local musicians, artists, performers, businesses, organizations, and government agencies for decades. Because we are the hub of Nevada County, we interact with many different sectors and consider working to support them part of our mission of serving our community. (Sierra Stages, MIM, BeyondFire Tribe, Paul Emery Music, Community Asian Theatre of the Sierra, KVMR, Share the Love, all the nonprofits, Chambers of Commerce, NCPD, NCSO, GVPD (ABC trainings and events), Public Health, City of Nevada City, Environmental Health).

Because the Miners Foundry cannot host any indoor or outdoor events until Stage 4, we are focusing on developing our Café and Bar business. Both will be able to continue to run whenever we arrive at Stage 4 and can have gatherings both inside and out. Funding for the continued employment of our current administrative team to provide continuity and oversight of the Foundry while we move through the stages is essential. Funding for our trained Bar and Café managers, bar tenders and café employees as well as the purchase of equipment and technical gear needed to operate both businesses outside, is essential for us to remain viable and be here to serve the community during this time and into the future. We will use this funding to help us scale up our new operations and fine tune them until they produce enough income to cover our current overhead.

The Café and Bar business will offer the community a place to see each other and safely socialize, which is very important for the physical and emotional health of us all. The Foundry is a logical location for this, as we are able to move inside, the Foundry offers large, open spaces for proper and safe social distancing while being able to continue to offer a place to meet and, ultimately, gather. We have the expertise to move through the pandemic and manage these businesses successfully. Their existence will greatly enhance the community.

Outdoor stage and sound system will provide entertainment for our patrons as they enjoy the outdoor café. These will be invaluable for the Foundry once we move into Stage 4 as we can enhance the outdoor shows we produce and we will be able to host events both inside and out.

Large portable staging will be required during stage 4 reopening in order to use the Miners Foundry outdoor area for larger, socially distance events when an event is larger than indoor operations will safely allow. Additionally, the staging would be used in the Stone Hall for events that would require performance areas in both main halls to facilitate social distancing throughout the building. The purchase of the JBL speakers & mounts would be required to broadcast audio to ancillary outside areas of the building during both indoor and outdoor events to maintain audio coverage under fully social distanced event attendance. Both the staging and the sound equipment are items that can be rented to clients, providing another source of income for the Foundry as we come out of this pandemic.

The Foundry staff applied for the EIDL funds, and received \$150,000. We additionally applied for the PPP loan, receiving \$67,000, all of which has been spent. We are not certain the PPP funds will be forgiven as we have not been able to employ the number of people we employed prior to COVID19. We also applied for the Nevada County Relief Funds in Round 2 and received \$5,000 which has been used. We intend to apply for Round 3 of the NCRF and hope to receive another \$5,000. We did not ask for donations from the community when we were originally shut down because we had a nice nest egg, which is now nearly gone. We are about to embark on a fundraising campaign to ask the community to support the Foundry through these times. We looked into the Main Street Loan and this loan did not make sense for the Foundry. We cannot borrow our way out of this disaster.

TAB E: Management Capacity and Measurable Outcomes (maximum of 1 page):

The Miners Foundry administrative staff are skilled at grant management and reporting. Our Operations Manager, KC Grams, has decades of experience in the financial world and our Board Treasurer, Mark Warner, is a CPA and former CFO of the Briarpatch and is intimately involved in our existing business. We have a strong history of data collection, have been tracking our statistics since 2011, and are highly experienced at collecting data for both funding purposes and to adjust our business model as needed. We use a variety of software programs that enable us to manage, oversee and track this data.

Here are the ways we would track the impact of what we're doing on the community:

- Email surveys to guests who have patronized the cafe and bar to determine what they liked and what other needs they may have;
- Social media polls to engage community members who haven't yet visited the revised Foundry;
- Senior staff will visit the cafe / bar at least 3 shifts per week to survey the community in person;
- Partner with other local businesses (such as cross promotions with sponsors) to encourage the community to patronize the Foundry and our sponsors, data would be tracked and analyzed;
- Email blasts and social media posts will be tracked and analyzed to determine community engagement.

Specific programs used include WuFoo Survey Tracking, Constant Contact Email Marketing, Facebook Analytics, Instagram Analytics, and Excel.

TAB F: Community Benefit (maximum of 1 page):

Many local organizations and nonprofits call the Miners Foundry home and, in many cases, we are the original home to these annual events and fundraisers that, in and of themselves, are economic drivers to our community. Without the Foundry these events would not take place, because the historic building offers unique qualities that have shaped these events. Here are a few of the organizations and events that serve: 7-Hills Medieval Festival, NU Junior and Senior Proms, Wild & Scenic Film Festival, Marching Presidents, Robert Burns Dinner, Hospitality House Night of Giving, Sierra Harvest, Nevada City School of the Arts, Yuba River Charter, Hospitality House, Friendship Club, NEO, CHIRP, Nevada City Film Festival, High School Senior projects, Eagle Scout projects, Quinceaneras, County Spelling Bee, County Writing Contests, County Math Contests, Teacher of the Year, Psychic Fair, Spring and Winter Craft Fairs, Nevada City Artwalk, Fright Night, New Year's Eve, Mardi Gras Ball, Jerry Bash, Ecstatic Dance, Congolese Dance, West African Dance, Afro-Brazilian, Mail Dance and Drumming, African Drumming, Native Sons of the Golden West have been meeting at the Foundry for decades, Readers Theatre, Theatre By the Book, Foundry Sings, KVMR General meetings and Annual Fundraiser, Mothers Day Plant Sale, Proms for NU Junior & Senior Ball, Colfax, SAEL, and Bitney College Prep, Community Asian Theatre of the Sierra Chinese New Year, Rudiger Foundation's Paw and Order, Bear Yuba Land Trust, Nutcracker, Dance Festivals, Aerial shows. Our weddings are cultural events as well.

The Foundry produces and presents its own shows and programming for the benefit of the community, some have been on-going community events for more than 20 or even 30 years: Foundry Sings, Readers Theatre, Theatre by the Book, Jerry Bash, Psychic Fair, Mardi Gras Ball, New Year's Eve Bash, Winter Craft Fair, The Nutcracker, Fright Night, Jerry Bash. In addition, we present concerts for the community, in 2019 we presented 30 shows and, prior to the pandemic, were on track to do more in 2020.

We also realized that our local restaurants and grocery stores were suffering so, to support them, we created the 'Share the Love' Campaign. We highlighted a business twice a week in our emails, encouraged folks to support them by spending at least \$20, sending us a copy of the receipt and we sent the customer two drink tickets for each receipt over \$20. This quick campaign resulted in over \$6,500 of purchases being made in our little community. It was our way of giving back!

This proposal will benefit the community by offering a place to see one another, safely, during the pandemic, and by saving the Foundry as a beloved community center and enduring anchor institution.

TAB G: Budget and Financials (maximum of 1 page plus Budget Template- Attachment C):

Submit Attachment C with this section. See Attachment C.

b. What is your total funding request for this grant? \$475,000.00

c. What is the timeframe for this program? The funds will be spent by December 30, 2020 as per the guidelines.

d. Describe specifically how the CARES funding will be used. This funding will help continue staffing so that once we reopen, we will be fully staffed and there will be no interruption in staffing and a continuity in our ability to serve the community. In addition, this funding will cover the new café and bar as well as purchase staging to host outdoor music for the patrons of the café and bar. These equipment will be used after COVID 19 to continue to offer cultural events for the community and support the bar and café.

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. 20-419D

Description: Coronavirus Relief Fund (CRF) "Economic & Community Resiliency Grants" Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of September 22, 2020 by and between the County of Nevada, ("County"), and Sierra Cinemas, Inc. ("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 those costs identified in the submitted Application received from this Entity and attached hereto and incorporated herein. 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, and shall reimburse County any grant funding provided under this Agreement that was determined by federal, state or local audit to be unauthorized expenditures under the CRF Funds program.

In addition, Grant Recipient shall maintain strict adherence to all orders and guidance pertaining to the COVID-19 pandemic issued by the Governor of California, the State Public Health Officer, County Public Health Officer, and/or the Nevada County Director of Environmental Health. Failure to comply with this Section shall constitute a Material Breach of this Agreement and a basis upon which County may immediately terminate this Agreement without notice. In amplification of Section 7 ("Hold Harmless and Indemnification Agreement"), Grant Recipient's material breach herein shall entitle County to any/all damages, including the amounts of judgments, reimbursements, penalties, interest, court costs, legal fees, and all other expenses incurred by County resulting therefrom.

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 One Hundred Fifty Thousand Dollars (\$150,000).**
3. **Term** This Agreement shall commence on September 22, 2020. All grant funds provided by this Agreement shall be expended before December 30, 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. 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.
- 10.1 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.

10.2 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. **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
County Executive Office
Attn: Caleb Dardick

Address

950 Maidu Ave.
Nevada City, CA 95959

Phone: (530) 470-2649

Email: Caleb.dardick@co.nevada.ca.us

AWARD RECIPIENT

Sierra Cinemas, Inc.

Attn: Michael LaMarca

Address

840C E. Main Street
Grass Valley, CA 95945

Phone: (530) 477-1100

Email: Michael.lamarca@sierratheatres.com

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: Sep 25, 2020
Heidi Hall (Sep 25, 2020 17:05 PDT)

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 From:

By: 
K.L. Elliott (Sep 28, 2020 09:23 PDT)

GRANT RECIPIENT: Sierra Cinemas, Inc.

By:  Date: Sep 24, 2020
Michael LaMarca (Sep 24, 2020 13:32 PDT)

Name: Michael LaMarca

* Title: Vice President

By:  Date: Sep 25, 2020
Barbara Getz (Sep 25, 2020 16:35 PDT)

Name: Barbara Getz

* 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).***

Application received in response to
RFA No. 130794

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

TAB A: ENTITY DESCRIPTION

a. Mission, goals, and history in Nevada County: A thriving first-run and independent cinema enterprise, Sierra Theaters' mission is to entertain and enlighten the community and celebrate movie-going and film culture by bringing the best on-screen experiences in the world to audiences of all ages and interests. Founded by Mike and Barbara Getz in 1979, Sierra Theaters is a family-owned and operated small business that has helped anchor the western Nevada County cultural and economic community for 41 years. The business started out as a Sunday night film series in 1979 at the historic Nevada Theatre in Nevada City. A decade later, in 1989, Mike and Barbara opened Sierra Cinemas on East Main Street in Grass Valley. In 2001 the company expanded to Sutton Cinemas in the Brunswick Plaza and in 2003, the family was proud to purchase the iconic Del Oro Theatre in Downtown Grass Valley.

b. Names of the principals responsible: Sierra Theaters is an S Corporation wholly owned by Mike and Barbara Getz. Mike Getz is President and Treasurer of the corporation; Barbara is Vice President and Secretary. The company is now operated by their daughter Azriel and her husband Michael LaMarca, both Vice Presidents of the corporation. Qualifications detailed on next page.

c. Number of Employees: Before the COVID-19 crisis Sierra Theaters employed an average of 36 people annually. Many were students grateful for job experience and schedule flexibility. Some worked through senior year and then went off to college, while others stayed with the company, were promoted to management and built up their skills and experience. Several people have stayed with the company for over 10 years and have cultivated valuable industry-specific skills.

d. Community Served: Sierra Theaters serves a wide spectrum of community members. On average 20,000 tickets are sold per month. With the nearest first-run movie theater 35 miles away in Auburn, Sierra Theaters serves the majority of residents in Western Nevada County. Occasionally, residents of surrounding counties drive to our theaters to see a movie or program unavailable in their area. At any given time, the programming selection attracts people of all ages. Annually, children's tickets make up 12% of total sold, parents, teens, college students and adults make up 57% of sales, and 32% of sales are senior tickets. Programming is varied enough to attract people of all political stripes, orientations and affiliations. Discount days and a 5,000-member loyalty program help keep movie-going affordable. Put simply, our business serves everyone in this community.

e. "Vital and enduring role in the local community": Our theaters are integrated into the everyday fabric of our community. To demonstrate this fact, we offer the following. In mid-July, 2020, Sierra Theaters launched a successful fundraising campaign. Over 1,000 people donated, and we raised over \$75,000 in two weeks. Comments from donors expressed overwhelming support for Sierra Theaters, its programming, staff, and benefit to the community as an employer. Below are a few selections:

"The Sierra Theaters are a community treasure. We especially appreciate the friendliness and kindness of the theaters' staff." - Kat & Mick Tuttle

"It's so rare to have a movie theater that's not corporate these days, and to have its owners right there, just working alongside you. It was also more like a family than any other job I've ever been at." – Joe Kruegel, as quoted in Sacramento News and Review, July 27, 2020

TAB A Principals Statement of Qualifications

Mike Getz, owner, President and Treasurer of Sierra Cinemas, Inc.

A graduate of Cornell University (BA), Mike Getz began his career in the movie business as the manager of the Cinema Theatre in Hollywood in 1962. He created Movies Round Midnight, a film program that was shown at midnight in movie theaters around the country for 25 years. While programming this ongoing series, he moved to Nevada County in 1968. He started the Nevada Theatre Film Series with his wife Barbara in 1979. He and Barbara started Sierra Cinemas in 1989, Sutton Cinemas in 2001, and purchased the Del Oro Theatre building and business in 2003.

Barbara Getz, owner, Vice-President and Secretary of Sierra Cinemas, Inc.

A graduate of University of Michigan (BS), Barbara Getz moved to Nevada County in 1971. She taught in the Head Start pre-school program for several years before becoming the Executive Director of the North Columbia Schoolhouse Cultural Center and the first Director of the Sierra Storytelling Festival. She has served for many years on community boards, including Twin Ridges School District, Sierra Family Medical Clinic, and SYRCL. In 1989, she joined with her husband Mike to start Sierra Cinemas in Grass Valley. They have been business partners ever since.

Azriel LaMarca, Vice President

Azriel grew up in Nevada County and helped her parents at the Nevada Theatre Film Series as a kid and worked at Sierra Cinemas as a teenager. She graduated from University of California, Santa Cruz (BA) in 1998 and moved back to Nevada County in 2000. She started a small dance company while working as the Executive Director of the North Columbia Schoolhouse Cultural Center. She joined the family business in 2003, first managing payroll and accounts payable, and then moving on to programming, special events, and management. Currently, she and her husband Michael oversee all operations at Sierra Theaters.

Michael LaMarca, Vice President

Born and raised in Los Angeles, Michael began learning about and working in the motion picture and television industry before college. Studying theater and graduating with a BA in Theater Arts from UC Santa Cruz, Michael focused his education on live performance. He moved to New York after graduation and worked at the The Public Theater. Having met Azriel Getz in college, they moved to Nevada County and were married in 2002. He worked as a manager at Sierra Cinemas before transitioning to teaching history at Forest Charter School and video production for 49er ROP. He also served as Executive Director of NCTV. In 2008 he returned to Sierra Cinemas Inc. where he and Azriel gradually took over all aspects of operations, finance and management as Mike and Barbara moved toward retirement.

TAB B: COVID-19 IMPACTS

a. Impacts on operation: Government ordered closure has had the biggest direct impact on our business. Ordered to close on March 17, we quickly ceased all operations and laid off all 32 of our employees. There is currently no clarity from the State on a reopening timeline. With limited work opportunities and the expiration of federal employment benefits, we risk losing many if not all of our trained staff. So far, Sierra Theaters has suffered over \$1.2M in lost revenue this year.

Globally, COVID-19 has completely disrupted the movie supply chain and threatens to re-wire the worldwide movie theater business. Fresh movies, like fresh produce to a grocer, are theaters' life-blood. The ongoing crisis has delayed and canceled multiple major studio releases, effectively wiping out the lucrative summer movie season. Worse yet, many major films are being released to home video-on-demand services eliminating our opportunity to screen these films in future.

To respond to this crisis, we have been operating the Del Oro Theatre Snack Bar since late May. In June, we spent weeks rehiring employees, deep cleaning the entire theater and re-designing protocols to protect employee and guest health. On June 26, 2020, we reopened Del Oro Theatre after closure orders were lifted. After 16 days of showing previously released movies, movie theaters were ordered closed again on July 13 as virus cases spiked statewide. Selling popcorn downtown to walk-in customers on weekends continues to provide some limited work for our management and keeps us engaged with the public. Response has been positive though the revenue generated is negligible. We also are offering "virtual cinema" screenings via our [website](#), including the important documentary *Rebuilding Paradise* about the Camp Fire in our neighboring community.

Our plan is to reopen our cinemas when allowed and operate in compliance with health and safety guidelines. We expect cinemas in California to reopen with occupancy limits sometime this fall. It remains to be seen, however, what appropriate business models will exist for movie theaters in the next few years. Quite possibly, we may be forced to downsize our operation. Our highest priority is to maintain the Del Oro Theatre as a viable venue for first-run movies and an anchor of Grass Valley's historic downtown business district. This may mean exiting our leases at Sierra Cinemas and Sutton Cinemas – costly undertakings that may involve legal action. Without a doubt, we want to avoid being forced to sell the Del Oro Theatre in order to cover outstanding lease obligations not supported by revenue.

b. Specific impacts addressed by this proposal: This proposal addresses the biggest impacts caused by COVID-19: past and future lease obligations, the retention of trained staff, and the return to operations. The proposal also addresses the issue of re-establishing public trust in movie going by installing ion-generating air purifying devices that reduce pathogens into our HVAC systems.

c. How this proposal addresses impacts: This proposal covers lease obligations (\$206,565), payroll costs to maintain essential staff through the end of 2020 (\$153,642), and the estimated expense of a major HVAC improvement project (\$16,000). This gives us the opportunity to reopen when allowed, afford the additional payroll costs associated with operating at reduced capacity, and make a significant improvement to our facilities in response to the COVID-19 public health emergency.

TAB C: ECONOMIC IMPACT

a. History of and potential for a large and ongoing economic impact, measurable multiplier effects such as tax revenue, jobs: With a history of doing business in Nevada City for 41 years and Grass Valley for 31 years respectively, Sierra Theaters is a significant driver of economic activity for the western county region. Serving the community by providing jobs, paying taxes and purchasing services and supplies locally, the theaters' business activity generates significant direct and multiplier effects that fuel the local economy. Additionally, the theaters' cultural impacts contribute to the attractiveness of living and working in Nevada County.

Since 2012 Sierra Theaters revenues have surpassed \$3M annually. Since 2017 an average of \$1.2M, about 30% of total expenses, is recycled directly into the local economy.

Wages & Benefits	\$800,705
Local Taxes & Fees	\$69,676
Local Services/Supplies	\$308,192

Data from Profit and Loss Statements 2017-2019

From the start Mike and Barbara Getz dedicated themselves to fostering a healthy and educational work environment for Nevada County's youth; this positive work environment is a source of pride for the company. The theaters employ an average of 36 people and take on an average of 25 new-hires a year according to payroll reports. Over the years Sierra Theaters has enabled an estimated 1000 young people to begin their working careers, many of whom advance to management positions. All employees are challenged to continuously develop their interpersonal, technical and critical thinking skills when they engage the movie-going public. From analysis of past employee schedules, it is estimated that an average of 4 employees a year receive the invaluable opportunity to advance their working careers by being promoted to management positions. Besides being a sought-after home for first-time job seekers, the theaters have also been a home for long-term employees. At the beginning of this year 20% of employees had been with the company for over 10 years.

Annual Employees	36
Annual New-Hires	25
Annual Management Promotions	4

b. How we document the impact: The existence of state-of-the-art theaters in Grass Valley is critical to the area's attractiveness to both locals looking for an affordable night out as well as newcomers seeking to retain a sophisticated lifestyle with access to the best in cinema. In addition to the financial impacts shown above, daily moviegoers contribute traffic to area restaurants, bars and shops. According to the Americans for the Arts study of Arts and Economic Prosperity in Nevada County, resident event attendees spend an average of \$27.87 per person in Nevada County on meals, transportation, child-care, etc. At over 200,000 admissions annually at Sierra Theaters, the added economic impact to the county using this metric is \$5.5M.

TAB D: LEVERAGING PARTNERSHIPS AND RESOURCES

Sierra Theaters is a company with two owners whose investments and good credit have kept the business thriving through the decades. At this point in the COVID crisis the company's credit is maxed out. Additional credit is unavailable. Revenues are minimal. Federal stimulus funding is unreliable. We are leveraging every resource, private credit, community contributions, federal and local relief and are now seeking the opportunity to utilize CRF funding to get back to business and avoid selling our most valuable asset, the Del Oro Theatre.

a. Track record of leveraging additional partnerships and resources: Our theaters have maintained excellent relationships with Hollywood film suppliers throughout the years. We pay our bills on time and operate in good faith and therefore we enjoy uninterrupted access to the premium film content that drives our business. By leveraging credit, in the last 5 years we've reinvested \$570,000 back into the business by restoring the marquee at Del Oro, building the CineCafe at Sierra Cinemas and remodeling the snack bar at Sutton Cinemas.

b. How we will leverage additional funding that will contribute to COVID-19 recovery: In order to recover from the COVID-19 crisis, we must meet our lease obligations through the end of the year. If we can use CRF Funding to meet those lease obligations, it affords us the opportunity to re-negotiate with our landlords. It also gives us the opportunity to re-finance the Del Oro mortgage and apply for loans once revenues return.

c. How funds will help us remain viable after 12/31/20: Our goal is to survive these uncertain times without incurring unsustainable debt. Our highest priority is to maintain the Del Oro Theatre as a viable venue for first-run movies. We anticipate weak revenues while seating capacity limits and supply chain issues persist. Revenues, when they return, will not simultaneously support past liabilities and current operating expenses. If we can satisfy our essential lease and payroll obligations with grant funding through the end of 2020, we can expect to be viable in 2021 when blockbusters return to cinemas and capacity limits are lifted. EIDL funds, secured in April, have very reasonable terms and will be used to support ongoing operations in 2021. Without additional funding now, we will need to use the EIDL funds and all available cash to cover 2020 expenses, leaving little working capital in 2021. CRF Funds provide a bridge to a time, a few months from now, when there's more certainty about what the movie business will look like post-COVID. The movie theater industry will survive this crisis, as it has for over 100 years, and we plan to be part of it. Leading industry observers agree:

"The theatrical industry has been challenged like never before and we at Comscore remain confident again, based on data, that once this crisis is over, movie theaters around the world will see a new golden era of the theatrical experience." - Arturo Guillén, Comscore executive VP and global managing director as told to Variety, July 30, 2020.

d. Efforts to access other public and/or private funding: In March, we borrowed \$75,000 by maxing out our business line of credit. In April, Mike and Barbara Getz injected \$100,000 of liquidity into the company to meet outstanding obligations with our vital suppliers. We contacted our business bank and several local banks looking to re-finance the Del Oro with cash out. We were turned down due to lack of revenues. We applied for the PPP loan and received \$161,800 on May 1. We also applied for and received \$150,000 through the EIDL - equal to one month's average fixed expenses. In July, our GoFundMe campaign raised \$76,366. We also applied for and received a generous grant of \$5,000 through the Nevada County Relief Fund to cover summer electricity bills.

TAB E: MANAGEMENT CAPACITY AND MEASURABLE OUTCOMES

a. Our entity's capacity to manage, oversee, implement and report on the use of the funds:

Operating successfully seven days a week, 365 days a year since 1989, Sierra Theaters has robust management capacity for operations, finance and reporting. Likewise, the operation is able to track and report on multiple outcomes via tax and payroll reports, box office performance reports and accountancy software reports. Each theater location has a management team trained to direct staff and execute daily business activity. Additionally, Sierra Theaters employs an Administrative Manager, Nicole Bedell, who has kept the books and managed accounts payable and receivable for over 12 years. Michael and Azriel LaMarca oversee her and all other operations. They administrate finance and reporting functions with ongoing advice from Mike and Barbara Getz. Hysell & Quist Accountancy Corporation of Grass Valley provides tax preparation and financial advice. Sierra Business Development Corporation continues to provide valuable, no-cost small business support to Azriel and Michael. Despite the disruption caused by COVID-19, Sierra Theaters accounts payable are in order and most outstanding liabilities have been settled (except for lease obligations at Sierra Cinemas).

b. How we will measure and report outcomes:

The outcomes we will measure are jobs created and retained, ticket sales, completion of HVAC improvements, and the status of our lease agreements. A return to business operations will be crucial to the survival of Sierra Theaters, and outcomes will depend on the extent to which the theaters are able to return to business and audiences are inclined to attend movies. Since we have such a long track record of sales in Nevada County and continuously track our sales figures, we are well prepared to analyze recovery trends in real time. Box office reports generated daily, weekly, monthly or quarterly, show how many people come, which movies they see, and how much they spend. Quarterly 941 payroll reports will show number of employees, hours, and gross and net payroll receipts. HVAC improvements are recommended in the Health and Safety Guidelines prepared for theaters by the National Association of Theatre Owners in cooperation with the CDC, OSHA, and WHO. The work will be contracted through Glenn Jones Heating and Cooling Services of Grass Valley, with whom we have a longstanding relationship. Invoices and receipts will be provided to demonstrate use of funds. Use of funds for lease obligations will be reported through copies of statements from landlords and cancelled checks.

Sierra Theaters has the capacity and intention to clearly document and report all uses of CRF grant funds to the appropriate agents of Nevada County in a timely manner.

TAB F: COMMUNITY BENEFIT

a. Significant community benefit in the past: Sierra Theaters has benefitted the community in four significant ways – as a reliable and consistent source of world-class entertainment for all ages and demographics, as an employer of young people, as a partner to community organizations, and as a major contributor to the local economy.

We've already outlined our vital community role as an employer of young people in the community (TAB C), but it especially shines in the following example: Will and Cady Johnson, two former employees, met as high schoolers at Sierra Cinemas and went on to marry and have a family. They had this to say in our recent GoFundMe campaign:

"We can't overstate what Sierra Cinemas, Mike, and Barbara have given us - more than the best job a couple of high schoolers could have, more than lifelong friendships, we also gained a family. We hope others have that same opportunity for many more years."

Over the years, Sierra Theaters has welcomed numerous opportunities to partner with local organizations for fundraising events, special programs and celebrations, school functions, and more. An enduring partnership with SYRCL (South Yuba River Citizens League) has brought the annual Wild and Scenic Film Festival to our movie screens each January. The annual fundraiser for Sierra Nevada Hospital Foundation called "Martinis and a Movie," presented at Del Oro Theatre, has raised over \$20K each year for the foundation. We have donated thousands of movie passes to community organizations and schools each year, and our partnerships with local media outlets like KVMR, Nevada County Media, KNCO and The Union Newspaper have helped sustain these vital community institutions.

Ultimately, Sierra Theaters has brought the best in the world of cinema to our towns for everyone to enjoy. All community members have enjoyed an affordable, accessible activity 365 days a year. Contributing to the vibrancy and attractiveness of the area for decades, Sierra Theaters has offered a breadth of programming rarely found in a rural community.

"One of our priorities for finding a place to retire is the availability of excellent movie theaters. We found that in the Sierra Theaters and have enjoyed weekly the movies here along with the best tasting popcorn anywhere." - Bryan & Jeanne Huneycutt ("Keep the Lights on at Sierra Theaters" campaign)

b. Significant community benefit in response to COVID-19:

Since March Sierra Theaters has had limited opportunity to do what we do best. Nevertheless, in June, we geared up to reopen in compliance with approved safety-protocols. We implemented a reserved seating system, deep cleaned our facilities, and welcomed the public. Only 16 days after opening, Governor Newsom required us to close once again. Since then we have begun offering relevant and compelling independent film to the community via an online platform. To-Go popcorn sales at the Del Oro Theatre continue on the weekends.

c. How this proposal benefits the community:

Funding this proposal helps secure the future of locally owned and operated movie theaters in Western Nevada County. That means jobs for young people, affordable entertainment for the entire community, and a willing partner to other community groups for fundraising, special events, and unique film programming. Movie going also adds economic value to the community. Even looking conservatively at the cultural impact multiplier mentioned in TAB C, the compounding impact of movie going at Sierra Theaters that benefits the local economy is millions of dollars a year.

TAB G: BUDGET AND FINANCIALS

a. Budget Template – Attachment C – Next Page: Note: State & Federal COVID-Related Grant Funds Received includes \$161,800 from the PPP and \$10,000 grant from the EIDL. We will apply for PPP Forgiveness at the end of our covered period that ends October 15. We hope to qualify for full forgiveness, however we can't be certain, as the program rules have changed repeatedly.

b. Total funding request for this grant: Sierra Theaters total funding request is \$376,207.

c. Timeframe for this program: CARES funds will be spent on lease and payroll obligations not met by the PPP during the period of March 1, 2020 – December 30, 2020. Funds will also be spent on improvements to HVAC systems before the end of the year at all three business locations.

d. How the CARES funding will be used: Lease obligations and rent due have been our biggest liabilities during the COVID shutdown (totaled in Post COVID Other Expenses line). We have met with some success in our attempts to reduce these liabilities. We negotiated a four-month rent reduction at Sutton Cinemas. Our business bank agreed to defer mortgage payments at Del Oro Theatre for six months. However, to date our attempts at negotiating a reduced rent with our landlord at Sierra Cinemas have been unsuccessful. Negotiations have not resulted in an agreement, and we continue to owe full rent at this location: \$21,219/month. Our lease term obligates us to pay rent until May 31, 2023. The rent owed to our Sierra Cinemas landlord in 2020 (\$150,628) and the ongoing lease obligation there is our biggest concern.

CARES funding 3/1/2020 – 7/31/2020:

CARES funding for this time frame will be used to cover rents, payroll and benefits costs not covered by PPP.

Outstanding Rent Owed at Sierra Cinemas	\$65,751
Other Rents April – July not covered by PPP	\$16,821
Payroll & Benefits not covered by PPP	\$64,931
Total 3/1/2020 – 7/31/2020	\$147,503

CARES funding 8/1/2020 – 12/30/2020:

For the period of August 1 – December 30, 2020, CARES funding will be used to cover rents owed at Sierra Cinemas and Sutton Cinemas and mortgage payments at Del Oro Theatre in November and December. In addition, we propose to spend \$16,000 to install ion-generating air purifying devices that reduce pathogens in our HVAC systems. We are projecting payroll and benefits costs based on operating with limited capacity in November and December.

Rent Owed at Sierra Cinemas Aug-Dec	\$84,877
Del Oro Mortgage November – Dec	\$13,600
Rent at Sutton Cinemas Aug – Dec	\$25,516
Projected Payroll & Benefits Aug – Dec	\$88,711
HVAC Safety Improvements	\$16,000
Total 8/1/2020 – 12/30/2020	\$228,704
Total Funding Request	\$376,207

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. 20-419E

Description: Coronavirus Relief Fund (CRF) "Economic & Community Resiliency Grants" Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of September 22, 2020 by and between the County of Nevada, ("County"), and Sierra Community House ("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 those costs identified in the submitted Application received from the Entity and attached hereto and incorporated herein. 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, and shall reimburse County any grant funding provided under this Agreement that was determined by federal, state or local audit to be unauthorized expenditures under the CRF Funds program.

In addition, Grant Recipient shall maintain strict adherence to all orders and guidance pertaining to the COVID-19 pandemic issued by the Governor of California, the State Public Health Officer, County Public Health Officer, and/or the Nevada County Director of Environmental Health. Failure to comply with this Section shall constitute a Material Breach of this Agreement and a basis upon which County may immediately terminate this Agreement without notice. In amplification of Section 7 ("Hold Harmless and Indemnification Agreement"), Grant Recipient's material breach herein shall entitle County to any/all damages, including the amounts of judgments, reimbursements, penalties, interest, court costs, legal fees, and all other expenses incurred by County resulting therefrom.

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 One Hundred Thousand Dollars (\$100,000).**
3. **Term** This Agreement shall commence on September 22, 2020. All grant funds provided by this Agreement shall be expended before December 30, 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. 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.
- 10.1 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.

10.2 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** To the extent applicable Grant Recipient 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
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
County Executive Office
Attn: Caleb Dardick
Address
950 Maidu Ave.
Nevada City, CA 95959

Phone: (530) 470-2649

Email: Caleb.dardick@co.nevada.ca.us

AWARD RECIPIENT

Sierra Community House

Attn: Kristy Oriol

Address
11695 Donner Pass Road.
Truckee, CA 96161

Phone: (530) 587-2513

Email: koriol@sierracommunityhouse.org


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: Sep 29, 2020
Heidi Hall (Sep 29, 2020 11:34 PDT)

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 From:

By: 
K.L. Elliott (Sep 29, 2020 16:00 PDT)

GRANT RECIPIENT: **Sierra Community House**

By:  Date: Sep 24, 2020

Name: Paul Bancroft

* Title: Executive Director

****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).***

Application received in response to
RFA No. 130794

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

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.**

Sierra Community House is the organization resulting from the July 1, 2019 consolidation of Tahoe SAFE Alliance, Project MANA (Hunger Relief), the North Tahoe Family Resource Center, and the Family Resource Center of Truckee. Our mission is to connect and empower our community through family strengthening, crisis intervention, hunger relief, and legal services. Our goal is to serve families in need of food; individuals seeking safety from child abuse, domestic and sexual violence; parents seeking meaningful employment, education, and healthcare for their children; and elderly community members striving to find relief from isolation, poverty, and chronic disease. As one organization, we are a stronger voice for those we serve.

Tahoe SAFE Alliance has been providing services to North Lake Tahoe & Truckee Communities since 1985; Project MANA, the local hunger relief agency has been providing hunger relief services since 1991; NTFRC since 1991; and the FRCOT since 2001. The longevity of these four organizations demonstrates their commitment to serving our community.

b. Provide the name(s) of the principal responsible for the entities' organizational operations. Be sure to include their qualifications. (see next page)**c. Describe how many employees or jobs your entity provides opportunities for**

Sierra Community House employees 58 staff members and maintains between 120-130 active volunteers.

d. Describe the community served by your entity.

Sierra Community House is a critical non-profit organization serving Eastern Placer County, Eastern Nevada County, North Lake Tahoe (Including Washoe County, Nevada) & Truckee communities. Sierra Community House's service area is rural and community members experience difficulty in accessing services, especially during winter months. According to the Community Collaborative of Tahoe Truckee (CCTT), North Lake Tahoe Community Report Card, over 30,000 full time residents live in our service area. Of those, Sixty percent (60%) of the working residents are employed by low-wage tourism jobs and fifty percent (50%) spend more than half of their income on housing. A significant portion of the population of this region is Latino (37%), with many (32%) speaking Spanish as their primary or only language (2010 Census). Members of this immigrant community are often isolated from friends and family, working for minimum wage, and living in substandard housing.

e. Describe how your entity plays a "vital and enduring role in the local community."

Sierra Community House is the only agency providing holistic crisis intervention, family support, legal advocacy, and hunger relief in our local community. During our first year as Sierra Community House, we helped make our community safer, healthier and more connected by delivering coordinated services to more than 4,000 local households. Perhaps most importantly, the challenges presented by COVID-19 have revealed the passion, ingenuity, flexibility and spirit of collaboration among staff, volunteers and partners. Though devastating on many levels, the pressure cooker that is COVID-19 accelerated the integration of Sierra Community House services, programs, systems and culture. The benefit of consolidating Project MANA, the North Tahoe Family Resource Center, the Family Resource Center of Truckee, and Tahoe SAFE Alliance, has never been more apparent. We are committed to delivering consistent and holistic services throughout this crisis and beyond.

Principal's Statement of Qualifications

Executive Director, Paul Bancroft: Paul started working with the Prevention Program at Tahoe SAFE Alliance in 2008, became the Client Services and Prevention Director in 2011, and became the Executive Director of Tahoe SAFE Alliance in 2016. Paul Bancroft was born in Truckee, California and grew up in North Lake Tahoe. He earned his bachelor's degree in Modern Languages and Literature with an emphasis in Spanish and Education from Montana State. He also holds a master's degree in Latin American and Iberian Studies with an emphasis on Adult Literacy from UC Santa Barbara. In 2012, Paul was the first recipient of the Truckee-Tahoe Peace Award. Paul currently serves as a Trustee on the Board for Sierra College.

Deputy Executive Director, Teresa Crimmens: Teresa began her career at the non-profit Bronx River Alliance as Environmental Coordinator and then Ecology Program Director. In the Lake Tahoe region, Teresa served as Operations Director for the Tahoe Rim Trail Association, Project Coordinator for the Tahoe Resource Conservation District, and, most recently, as Executive Director for the Family Resource Center of Truckee. Teresa holds a Master of Public Administration in Earth Systems Science, Policy, and Management and a Bachelor of Science in Biology and Environmental Science.

Fiscal Director, James McHugh: James has been with Tahoe SAFE Alliance since 2015, holds a Bachelor of Arts in Economics from the Whitmore School of Business and earned the CFA Charter in 2006. James has over twenty years of experience in accounting and finance, he worked as a Financial Analyst for Northstar California and in the financial markets over his professional career.

Operations Director, Deidre Ledford: Deidre moved to Lake Tahoe in 2011 and began working for Project MANA as an AmeriCorps member. After two years of AmeriCorps volunteer service, Deidre became the Program Coordinator in 2013 and went through four additional staff roles within Project MANA before becoming the Executive Director in 2017. Deidre facilitated the merger of Project MANA with three other local nonprofits to form Sierra Community House and became the Operations Director of the new entity in 2019. She was born and raised in the Appalachian Mountains of North Carolina and holds a master's in environmental management and a Bachelor of Science in Environmental Sciences.

Controller, Virginia Kantz: Virginia was the Fiscal Director of the North Tahoe Family Resource Center from 2014 until July 2019, when she joined the fiscal team of the newly formed Sierra Community House. Prior to serving as the Fiscal Director of the North Tahoe Family Resource Center, Virginia operated a bookkeeping business for both non-profit and for-profit clients, including the NTFRC. In addition to accounting, Virginia's previous work experience includes archaeological field work and outdoor education. Virginia holds a bachelor's degree in Art and a master's degree in Anthropology, both from the University of California at Davis. Virginia continued her education after the completion of her degrees with college courses in accounting.

Grants Manager, Kristy Oriol: Kristy began at Tahoe SAFE Alliance in April of 2018. Prior to her time at Tahoe SAFE Alliance, Kristy spent just under four years at the Nevada Coalition to End Domestic and Sexual Violence (NCEDSV) as the Policy and Communications Coordinator. In this position, Kristy directed the coalitions' legislative advocacy and media efforts. Kristy also previously worked for Tahoe SAFE Alliance as the Crisis Advocacy Manager. Kristy holds a bachelor's degree in Communications Studies and Women's Studies and Master's in Public Policy and Administration.

Senior Accountant, Jessica Haller: Jessica grew up in Southern California, moving to the Reno/Tahoe area in May 2017. Her work experience includes over 18 years in the Child Development field working with young children and their families, including increasing supervisory roles and mentoring Caregivers. Jessica had the privilege of studying the Human Development field, specializing in Child Development at the Bachelor's level and specializing in Adult Leadership at the Master's Level. After gaining employment at Tahoe SAFE Alliance in May 2018 as the Fiscal and Administrative Assistant, Jessica gained and developed accounting skills and in July 2019, was promoted to the Senior Accountant in the Fiscal Department.

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:** Sierra Community House rapidly transformed our service delivery to continue supporting those who are most vulnerable and impacted by COVID-19. All programs at Sierra Community house experienced a sharp increase in service demand. *Hunger Relief* saw 216% increase in number of community members. Since March, we have delivered almost 5,000 food boxes equating to 90,000 meals to nearly 600 families. *Family Support and Community Engagement* staff mobilized more than \$230,000 in direct assistance payments for housing costs from mid-March to mid-June with \$130,000 of that going to families in Nevada County (94 out of 166 applications were from Nevada County). This reflects an overall increase of 1,418%. In addition, we processed \$94,000 in credits for 191 community members in the Truckee Donner Public Utility District. We also shifted to providing virtual mental health support groups, health classes and early learning classes, engaging 110 community members. *Mediation and Legal Assistance* saw a significant increase in community members seeking guidance and information related to landlord-tenant law, particularly interpretations of eviction rules. Immigration advocates worked with community members to resolve concerns about immigration consequences of accepting benefits, including COVID-19 related housing assistance. *Crisis Intervention and Prevention* responded to a 200% increase in Helpline calls (averaging 150 calls a month), particularly those related to mental health and basic needs. Additionally, the team worked closely with public health officials to adapt our Safehouse operations.
 - ii. **Describe the indirect impacts your entity has suffered from COVID:** The indirect impacts on Sierra Community House due to COVID-19 are significant. Working remotely to deliver seamless services required immediate financial support and action to order laptops, integrate phone systems, and move all files to a cloud system seemingly overnight. Additionally, the greatly expanded financial support provided to community members from Sierra Community House exponentially increased the workload of our Fiscal Team and Grants Manager. Adapting grant and fiscal policies to continue funding for life saving services resulted in many dedicated hours. Most devastating is the cancellation of our two largest fundraisers originally scheduled for June and November 2020. We expected to raise an estimated \$520,000 from these events, filling a funding gap for programs and staff not covered by grants. Salaries for administrative staff and some direct service staff at Sierra Community House rely heavily on general fund dollars to maintain operations, and we now lack the main revenue sources (fundraising) to meet this need. The generosity from our community and other funders in support of COVID-19 have been significant and wonderful, yet many of these funds are restricted to specific programmatic activities and do not cover salaries allocated to general fund. Sierra Community House identifies administrative staff as being “substantially dedicated” to mitigating and responding to COVID-19, as the abovementioned supports are foundational to delivering life-saving services.
- b. **If relevant, describe the impact COVID has had on your consortiums or partnership resources:** COVID-19 has impacted our partner and referral organizations considerably, including partner non-profits, contract therapists, motel and rental partners, and court activities.
- c. **What specific impact(s) caused by the COVID-19 public health emergency does this proposal address?** This proposal addresses the need discussed above and would allow Sierra Community House to continue serving community members in Nevada County impacted by COVID-19. This includes supporting staff covered by general fund dollars which keep our programs operational and thriving, technology needs, and rental support to keep community members in their homes.
- d. **How does this proposal address the impact(s) you have identified that were caused by COVID-19?** Sierra Community house is requesting \$240,975 to cover salaries funded through the general fund. Staff included in this allocation are critical in maintaining operations that were necessitated by COVID-19. The forced cancellation of our two largest fundraisers created this gap. The staff salaries covered by this award would be under our Administration Team, Family Support and Community Engagement Program, Hunger Relief Program, and Legal and Mediation Program. Sierra Community House is requesting \$150,000 for Nevada County rental support. We estimate a \$350,000 funding gap for future rental support if trends continue. Finally, we are requesting \$9,025 for laptop and associated technology purchases to aid in remote service delivery.

TAB C: Economic Impact (maximum of 1 page):

- a. 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.**

Truckee and Lake Tahoe are world-renowned resort communities with a tourism-based economy. Because of the reputation for wealth and beauty, visitors and community members find it hard to believe the area is impacted by intimate partner/domestic violence, sexual violence, child abuse, food insecurity, immigration issues, and access to medical services. These problems are exacerbated by the social pressures and limited services in an isolated mountain community. These include low wages, high unemployment, insufficient affordable housing, isolation due to extreme winter weather, inadequate public transportation, and high rates of suicide.

As explained by the housing data cited above from the Community Collaborative of Tahoe Truckee (CCTT), our region faced a housing crisis due to the high cost of living and limited availability even prior to COVID-19. Immigrants from Mexico and Central America relocate to Lake Tahoe/Truckee to work in the tourism industry. Members of this immigrant community are often isolated from friends and family, working for minimum wage, and living in substandard housing. COVID-19 is exacerbating an already challenging housing market with the influx of home purchases and people relocating to the region. This is making the rental market even more priced out and difficult to navigate. A recent article by CNBC, “*‘We’re running out of homes for sale,’ Lake Tahoe brokers say as tech workers flee Bay Area*” articulated this surge of property acquisition. Sierra Community House is concerned about the impact this will have on our most vulnerable community members. We have already noted trends of the community members we serve relocating to Reno where they can access more affordable housing. Without support for our workforce and those most disproportionately impacted by COVID-19, we risk losing the strong community culture that makes Truckee so special and desired.

The multiplier effect of COVID-19 on our local economy is dramatic. The impact on tourism, forced closure/reductions in bars and restaurants, and the uncertainty of our ski area operations will contribute to massive economic volatility in the Nevada County portion of our service area. Additionally, the uncertainty of extended unemployment benefits suggests our region will experience the economic impact of COVID-19 for many years.

- b. Please explain how you document the impact. You may include links to annual reports or studies, etc.**

Each program at Sierra Community House maintains a community member database to track services. The databases allow Sierra Community House to review progress with organizational goals and objectives. Currently, separate databases are utilized due to the varying needs and funding available for the former organizations. Merging databases to ensure seamless tracking without duplication is a long-term goal of Sierra Community House. Sierra Community House maintains over 60 private, state, county, and federal grants. Rigorous reporting is mandated by most of our funding, requiring constant monitoring of successes, progress, challenges, services and supports. All four former organizations maintained annual reports available for the public and provided to Board Members, donors, and funders. Sierra Community House is drafting its first annual report to document our first year of resounding success. A Peak Impact Report is available on our web site which was created in partnership with the Blue Shield of California Foundation and La Piana Consulting. This document discusses the success of the former organizations and the reasoning and impact behind consolidation.

TAB D: Leveraging Partnerships and Resources (maximum of 1 page):**a. Describe your track record of leveraging additional partnerships and resources.**

Collaboration is at the core of our work, and Sierra Community House exemplifies the community need of human services organizations integrating fully to provide the best possible services. The longevity of the four organizations is a testament to the expertise and services we have provided over time, and excellent reputations. As a collaborative partner with other community organizations, we benefit in having access to free and low-cost staff training; the ability to make/receive mutual referrals to agency partners for appropriate services; information sharing on new and diverse funding streams; and the ability to respond effectively to collaborative opportunities. These collaborative partnerships allow our staff to confidentially assist community members in navigating access to other resources and services.

b. Describe how you will leverage additional funding that in part will contribute to Covid19 recovery.

Sierra Community House has been fortunate to leverage multiple funding opportunities to aid in COVID-19 recovery from state funding, county funding, local foundations, community partnerships, and generous donations. These funds have enabled us to provide services throughout this crisis. We will continue to seek funds to meet a need for services that we anticipate will only grow as fall and winter arrive. This will include seeking donations for additional unrestricted funds to fill the general fund loss from COVID-19.

c. Describe how these funds will help you remain viable after 12/31/20?

Sierra Community House is fortunate to be in a strong financial position with federal, state, county, city, foundation, and private support. While our organization has faced significant challenges due to COVID-19, the diversification of our funding sources and our stellar finance team and Board of Directors place us in a strong financial position. With that, the general fund burden created by COVID-19 and the cancellation of our main fundraisers creates an undue stress on Sierra Community House. Funds from Nevada County CARES will help us support general fund salaries for staff through 12/31/20 and ensure other general fund dollars are protected and available as a safety net for our programs during the award period. This will relieve financial stress as we enter 2021 and will support viability of Sierra Community House as we weather this storm.

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.)

Sierra Community House is a recipient of the Paycheck Protection Program (PPP). While this support does cover salaries, the funding would not be duplicative if awarded Nevada County CARES Funds. The PPP funds are being included in Attachment C as we have not yet received confirmation that we will not need to pay back these funds. We expect that our PPP loan will turn into grant dollars, as we followed the PPP requirements on limiting expenses to utilities, rent and salary. However, in our financial records, these funds remain on the balance sheet and are not recorded in income, as we have not received final confirmation. Sierra Community House also applied for CARES funds through the Emergency Shelter and Food Program (EFSP) in Nevada County and Placer County to purchase food for our Hunger Relief Program. Funds from the Nevada County CARES funds would not be used to purchase food and therefore would not be duplicative.

Additionally, Sierra Community House received CARES Funds from the California Office of Emergency Services allocated to the Family Violence and Prevention and Services Act (FVPSA) in the amount of \$38,119. Sierra Community House also received funds from the California Family Resource Association (CFRA) in the amount of \$46,041. Both FVPSA funds and CFRA funds are being utilized for non-duplicative purposes than the request in this proposal.

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.**

Sierra Community House programs and services are funded through a variety of grants (government, foundation and corporate) and private donations. We hold multi-year grants and contracts through First 5 Commissions (Placer & Nevada Counties), Mental Health Services Act Funds (Placer & Nevada Counties), the Office of Violence Against Women, California Office of Emergency Services, and Nevada County Departments of Child Protective Services and Health & Human Services as well as grants from the state of Nevada. We work diligently to maintain our solid track record with these governmental funders. We also rely on grants from private foundations and corporate donations, notably S.H. Cowell Foundation, Blue Shield Foundation, Tahoe Truckee Community Foundation (TTCF), Parasol Tahoe Community Foundation, Martis Fund, Martis Camp Community Foundation, Lahontan Community Foundation, Richard R. Reed Foundation, Corrigan Walla Foundation, and van Löben Sels/RembeRock Foundation. This diverse funding demonstrates the capacity of Sierra Community House to successfully manage grant awards.

James McHugh (Fiscal Director), Virginia Kantz (Controller) and Jessica Haller (Senior Accountant) are responsible for grant invoicing, budgeting and financial reporting, reimbursement tracking, and providing internal tracking with managers. Kristy Oriol, Grants Manager is responsible for preparing all forms and reports, draft budgets, budget modifications and researching allowable costs. This team operates under the supervision of Paul Bancroft (Executive Director), Teresa Crimmens (Deputy Executive Director) and Deidre Ledford (Operations Director). All of the above-mentioned staff possess expertise to manage, oversee, implement, and report on these funds.

b. Describe how you will measure and report outcomes. Be specific about how you will collect data and report your use of funds.

Sierra Community House maintains detailed financial records on all agency expenditures. The Fiscal team will manage expense and budget tracking. Expenses and payroll allocations are accounted for using Quickbooks accounting software. Rental Assistance and payroll will be tracked through monthly Quickbooks reporting. Sierra Community House tracks all service numbers and demographics and can report on outcomes for the Family Support and Community Engagement Program, Hunger Relief Program, and Legal and Mediation Program. All requests for assistance are recorded in the system, including date received, name and contact information of the community member assisted, county of residence, status of the process (application created/completed) and amount granted. The application packet for assistance completed by community members also include other demographic data such as number and age range of members of the household. A monthly report is created with these data, which allows for better monitoring of service numbers and trends in the demand. Supporting the salaries of staff responsible for administering and delivering critical services allows for these services to be provided to our community, and therefore service numbers will demonstrate successful use of the Nevada County CARES funds.

c. Be specific about how you will measure and report outcome data quarterly.

Quarterly salary expenditures will be measured and reported through timecards and Quickbooks. Service numbers can be pulled quarterly from the three databases. The Sierra Community House Hunger Relief Program utilizes an excel based database created by an IT expert, the Family Support and Community Engagement Program utilizes a database through Placer County called Persimmony, and the Legal and Mediation Program utilizes a database called New Org. All databases are capable of tracking and reporting quarterly data as it would pertain to this award. Sierra Community House is actively working to move all programs to one database. Rental support will be measured and reported through Quickbooks records and data maintained in Persimmony.

TAB F: Community Benefit (maximum of 1 page):**a. Describe how your entity has made a significant community benefit in the past.**

Tahoe SAFE Alliance was founded in 1983 by volunteers and incorporated in 1985. Tahoe SAFE Alliance provided direct services to victims of intimate partner/domestic violence, sexual violence, and child abuse. The agency maintained three office sites and the region's only safe house. Project MANA was founded in 1989 by a local Sierra Nevada College student who fed the local community out of her garage, eventually expanded across three counties in the region. The organization's mission was to reduce the incidence of hunger and its detrimental effects upon individuals, families, the community, and the region. The North Tahoe Family Resource Center (NTFRC) was first established in 1991, under the name La Comunidad Unida, for families and individuals seeking resources. In 2001, the organization became the Kings Beach Family Resource Center, then finally the North Tahoe Family Resource Center in 2007 to more accurately reflect its service to the Greater North Tahoe and West Shore communities. The Family Resource Center of Truckee was conceived in August 2001 to promote social and economic success by providing education, mobilizing resources, and advocating for change on behalf of Truckee's underserved families and individuals.

The long history of each organization now encompassed in Sierra Community House demonstrates the significant benefit to our community. On July 1, 2019, the long-held vision of four human services agencies merging to serve the Tahoe/Truckee region more holistically came to fruition. During our first year as Sierra Community House, we helped make our community safer, healthier and more connected by delivering coordinated services to more than 4,000 local households. Each of our programs - Hunger Relief; Crisis Intervention and Prevention; Family Support and Community Engagement; and, Mediation and Legal Assistance – experienced significant growth during a very rewarding and challenging first year.

b. Describe how your entity has made a significant community benefit in response to Covid19.

As described in Tab B, all programs at Sierra Community House experienced a sharp demand for services in response to COVID-19. The 216% increased demand for our Hunger Relief services, the 1,418% increase in rental support requests in our Family Support and Community Engagement Program, combined with the significant increase in support from our Legal and Mediation Program to advocate against potential evictions speak to the most impactful benefit Sierra Community House has provided to the community. Sierra Community House services are keeping community members sheltered, safe, and fed.

c. Describe how your proposal would benefit the community.

This proposal will benefit the Truckee community by enabling Sierra Community House to meet basic needs of community members. One of the greatest fears facilitated by COVID-19 is the forced relocation of Truckee community members who are no longer financially stable enough to remain in this high cost region. We are already seeing community members moving to lower cost areas such as Reno and Sparks. Sierra Community House meets a vital need in providing rental support, eviction advocacy, and hunger relief that will allow people to stay in Truckee. We feel the need to maintain a thriving local population and culture will only grow more important as many from more urban areas relocate to this region. COVID-19 exposed the precariousness of life in Truckee/Tahoe; the fragility of our economy and how many of us are one paycheck away from needing critical support. We cannot let this pandemic push out our most vulnerable residents. If funded through Nevada County CARES, Sierra Community House could direct the award funds to support staff who are dedicating countless hours to administering and operating these programs. This will allow us to maintain general fund dollars as a safety net for future and unanticipated needs. We are committed to delivering consistent and holistic services throughout this crisis and beyond. Now, more than ever, we are here to stand with our community.

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?** \$400,000
- c. **What is the timeframe for this program?** (Keep in mind CARES funds must be expended by December 30, 2020) March 1, 2020-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.**

Expense	Cost 3/1/20-7/31/20	Cost 8/1/20-12/30/20	Funding Narrative
Technology Needs		9,025	Purchase of lap tops and other related technology needed to facilitate remote services
Rental Support	46,667	103,333	Rental support to an estimated monthly average of 20 Nevada County community members
Salary Support for Family Support and Community Engagement	6,700.47	40,202.82	Support for 1) Family Room necessitated service changes due to COVID-19 and, 2) Management local Latina based community advocates (Promotora's) supporting outreach to those most impacted by COVID-19 and service delivery
Salary Support for Hunger Relief	12,380.24	74,281.44	Hunger Relief staff responsible for acquiring, packing, and distributing food while maintaining communication and outreach to community
Salary Support for Legal and Mediation	3,621.50	21,729	Support for staff responsible for advocacy against unlawful evictions and for supporting vulnerable, immigrant community members
Salary Support for Administration	11,722.78	70,336.68	Support for financial disbursements for the abovementioned programs, fiscal reporting, and accounting, tracking of spending, grant reporting and data tracking, staff support for remote work, and unfunded community outreach

- 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**

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. 20-419F

Description: Coronavirus Relief Fund (CRF) "Economic & Community Resiliency Grants" Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of September 22, 2020 by and between the County of Nevada, ("County"), and The Food Bank of Nevada County ("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 those costs identified in the submitted Application received from this Entity which is attached hereto and incorporated herein. 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, and shall reimburse County any grant funding provided under this Agreement that was determined by federal, state or local audit to be unauthorized expenditures under the CRF Funds program.

In addition, Grant Recipient shall maintain strict adherence to all orders and guidance pertaining to the COVID-19 pandemic issued by the Governor of California, the State Public Health Officer, County Public Health Officer, and/or the Nevada County Director of Environmental Health. Failure to comply with this Section shall constitute a Material Breach of this Agreement and a basis upon which County may immediately terminate this Agreement without notice. In amplification of Section 7 ("Hold Harmless and Indemnification Agreement"), Grant Recipient's material breach herein shall entitle County to any/all damages, including the amounts of judgments, reimbursements, penalties, interest, court costs, legal fees, and all other expenses incurred by County resulting therefrom.

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 One Hundred Thousand Dollars (\$100,000).**
3. **Term** This Agreement shall commence on September 22, 2020. All grant funds provided by this Agreement shall be expended before December 30, 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. 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.
- 10.1 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.

10.2 **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** To the extent applicable Grant Recipient 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
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
County Executive Office
Attn: Caleb Dardick
Address
950 Maidu Ave.
Nevada City, CA 95959

Phone: (530) 470-2649
Email: Caleb.dardick@co.nevada.ca.us

AWARD RECIPIENT

The Food Bank of Nevada County

Attn: Nicole McNeely
Address
510 Railroad Ave. Ste# 100
Grass Valley, CA 95945

Phone: (530) 273-3796
Email: director@foodbankofnc.org

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: Sep 28, 2020
Heidi Hall (Sep 28, 2020 09:33 PDT)

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 From:

By: 
K.L. Elliott (Sep 28, 2020 10:47 PDT)

GRANT RECIPIENT: The Food Bank of Nevada County

By:  Date: Sep 24, 2020
Nicole McNeely (Sep 24, 2020 09:54 PDT)

Name: Nicole McNeely

* Title: Executive Director

By:  Date: Sep 25, 2020

Name: Rodolfo Petschek

* 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).***

Application received in response to
RFA No. 130794

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

The Food Bank of Nevada County Coronavirus Relief Fund Grant Application

TAB A: Entity Description Our Mission at The Food Bank of Nevada County is to source and distribute donated, surplus, and purchased food to people in need in Nevada County. The genesis for this lofty mission began in 1986, when a small group of citizens came together to address mounting concerns in the community; hungry children and families with no means feeding themselves. Over the past 34 years we have met the increasing needs of individuals, families, and their children, who are struggling with food insecurity in Nevada County.

Prior to the COVID-19 Pandemic, the Food Bank of Nevada County had a number of programs that enabled us to deliver food to approximately 8000 individuals per month (which is about 8% of the county's population of 98,000 and over 50% of the 15% of the population that was considered food insecure in 2019). Our direct food distribution program services include the communities of Grass Valley, Nevada City, Penn Valley, North San Juan, and the town of Little Washington. Through these distributions the Food Bank provided food to approximately 3000 individuals monthly. At our Grass Valley distribution, we served between 300 and 400 individuals with 2-3 weeks of nutritious food each month and allowed them to "shop" for food items and load them into their vehicles. Last year we established a strategic partnership with Sierra Community House Hunger Relief, the organization responsible for feeding Truckee's food insecure population, so that we now serve the vast majority of cities, towns and population center throughout Nevada County.

Our School Snack Program (which is currently on hold until further direction from the School Districts) provided healthy snacks to our local children with 13,860 snacks per week at 28 different schools. We also partner with 29 local low-income facing nonprofits who deliver our food to their clients enabling us to reach approximately 5000 additional individuals each month.

Prior to COVID we had a staff of 6 including our ED, Nicole McNeely, Warehouse Manager Dan Kahl who is skilled at operating our large trucks and heavy machinery, as well as inventory control and facilitating food distributions, his assistant Shawna Graves, Julie Thornbury our office manager, responsible for bookkeeping and reporting, and Gerri Kopec our Children's Nutrition Coordinator. We had recently laid off Bob Dion our Facilities Manager due to funding constraints.

As a frontline 501(c)3 providing the critical resource of food to our community for almost three and half decades, the Food Bank of Nevada County is the epitome of a Nevada County *Anchor Institution* and undoubtedly plays a vital and enduring role supporting the greater Nevada County community. In addition to our primary function of feeding hungry families in need, we work closely with the Nevada County Office of Emergency Services, the Red Cross and other emergency organizations throughout the state. We are one of the first organization activated during an emergency and supply food, toiletries and other resources to disaster victims and emergency personnel during a crisis. We recently supported victims of the Paradise Camp Fire, the Oroville dam emergency, as well as supporting victims of local wildfires when they were relocated to the Nevada County Fairgrounds. We are always expanding our capacity for disaster preparedness and assistance. We have three large refrigerated trucks that we can stock, mobilize, and use to distribute food at any time to anywhere in the County, and have done so on many occasions over the years. We maintain a stock of emergency food and supplies so that we are prepared to provide emergency support at a moment's notice. In fact, as we write this, we are supporting the first responders and support teams battling the Jones Fire by providing food for the mobile kitchens and snacks and beverages to all in need. We also offered to provide food and drinks to cooling centers and shelters for both East and West county area shelters.

TAB B: COVID-19 Impacts - To say that the COVID-19 pandemic has had a significant and direct impact on the Food Bank's operations is a vast understatement. We have had to entirely revamp and reorganize our operations from top to bottom in less than 2 months starting in March. We have had to completely change our food distribution model into a drive-thru operation while simultaneously scaling up our food supply to meet the increased demand for food. In addition, we've had to strictly adhere to the COVID-19 hygiene and safety protocols which can be onerous while reorganizing our entire operation. Instead of our monthly Grass Valley direct food distribution where we served 300-400 individuals monthly and allowed clients to shop for food, we have had to switch complete drive thru model where our staff and volunteers load pre-packed bags of food into client vehicles. **Our numbers increased dramatically to up to 2600 individuals each week** at the high point of the pandemic and dropped to approximately 1700 weekly, although now we are seeing another increase to 2500 per week due in part to the reduction in unemployment benefits and the newly unemployed seeking food. In partnership with Nevada County OES and Probation, we have also started a weekly food distribution in North San Juan where we serve 300 individuals each week.

In order to adapt to our new reality, we have also started a successful home delivery service in partnership with FREED that brings food and other supplies to homebound individuals and seniors who cannot attend our distributions due physical or health constraints. The approximate number of senior citizens we serve monthly is 825 and the approximate number of disabled or AFN individuals served monthly, outside of 825, is about 300. We have also been supplying the Veteran's organization with excess chips and snack foods each month. In order to meet this increased demand for food from our newly food insecure community members, most of who are relying on us for the first time in their lives, we've had to hire additional staff and train an entire new cohort of volunteers in order to pack over 3000 bags each week as clients get a bag of dairy, protein and vegetables, as well as a bag of shelf stable food items. We have had to retrain everyone with the new COVID hygiene protocols and purchase PPE for them as well. We also are purchasing over 10,000 bags per month and stocking up on as much food as possible to meet the explosive demand and since some food supply chains have been interrupted. This required us to locate 10,000 square feet of new storage space since our warehouse is at capacity. Fortunately, a local business owner has allowed us to utilize space in one of his buildings in the Nevada City Tech Center at below market rates and let us defer payment until we can secure grant funding to cover the storage costs.

In order to sustain our operations and cover unexpected, COVID related expenses through 2021 and beyond, we will continue to seek grant funding and reach out to our community and generous donors, who have already stepped up to provide us with additional donations in response to our COVID related direct mail requests. We are hoping to establish a fund with 6 months of reserves to cover overhead and expenses should this pandemic continue as expected so that we have a safety net to prevent any interruption in our ability to meet the community's critical need for nutritious food. In January, one of our trucks will be paid off freeing up \$2000 per month which will be directed to the reserve fund.

Regarding indirect impacts due to COVID, we have had to postpone our school snack program until the school adjust to their new formats and as a result children are not receiving nutritious snacks which is the first meal of the day for many low income children. We hope to have a new version of this program back online in the next few months. We also not allowing community donated food due to COVID hygiene protocols which has required us to purchase more food than we normally would.

According to Maslow's Hierarchy of Basic Needs those to do with physical survival are critical, those being the need for shelter, sleep, oxygen, drink and food. This proposal addresses one of the most critical human needs for normal living not to mention surviving in any crisis, emergency or pandemic, that of supplying healthy, nutritious food. The COVID pandemic impacted many residents by causing them to lose some or all of their income which impacts their ability to buy food. In a public health emergency where vast numbers of the population have lost income and are unable to purchase this critical resource, the Food Bank of Nevada County is there to meet this need. We cannot fail in our mission and have to meet this need head on to minimize hunger and suffering.

TAB C: Economic Impact - Feeding America, a large network of food banks across the United States, recently studied economic aspects of hunger. The cost of hunger (when measured comprehensively) includes 2.5 million U.S. jobs on an ongoing basis, with the long-term consequences of a single year of hunger in America being in the trillions of dollars in lost business activity. A second major economic aspect of hunger that was analyzed was the economic stimulus provided by the nation's network of food banks and the charitable distribution operations they facilitate. These organizations provide jobs and purchase goods and services necessary to their operations. Moreover, by providing food to low-income households, they free up financial resources to be spent for other consumer goods. This spending leads to a notable economic stimulus. At the same time, food banks and food distribution networks free up funds to be spent for other purposes. As low-income families are provided food, they have additional money to meet other basic needs. They estimate that the incremental household spending facilitated by food banks and the charitable distribution network includes \$44.0 billion in annual gross product and 535,500 permanent jobs in the United States.

If we extrapolate this to the local level, it is clear that the Nevada County Food Bank's economic impact on our community is multifaceted and highly significant, as it has been for decades. By providing low income individuals with healthy food, we not only sustain them physically, we allow them to save money which, for example, allows them to pay for car repairs, which allows them to continue to get to work and keep their job, thus preventing them from becoming unemployed and a financial burden on the County and State. The food we supply our no-income clients, many of whom are homeless, allows them to feed themselves and in many cases prevents hungry homeless individuals from resorting to theft in order to sustain their families. Individuals and families that receive EBT, CAL Fresh, and WIC benefits utilize the weekly infusion of food from our services to elongate their nutritional needs for the month. The County programs, in conjunction with the Food Bank distribution, enable struggling families to secure the necessary food they need to feed themselves for the month. Other economic impacts to the community would be the resources provided to other area nonprofits like Granite Wellness Center Recovery Houses, the Salvation Army, and Women of Worth's transitional shelter. All of the community agencies that are given support by the Food Bank would otherwise require more funding in order to buy food for the programs that they facilitate. Their funding can be redirected and put towards other needs for the organization, like facilities and staff. Since the COVID pandemic started to drastically increase the demand for food beginning in March, we have had to hire new staff, including bringing back Bob Dion to oversee Operations and Distributions, hire Connor Baldwin as a Warehouse and Distribution Assistant, hire Bella Thornbury as Office Assistant and Secretary, and hire Rita Dolphin as the Grocery Delivery Program Facilitator and Volunteer Coordinator. We have also had to operate two separate food bagging facilities with two separate teams so that if one team were exposed to COVID and had to quarantine, we would have another healthy team to continue the intensive amount of work it takes to sort and 3000 bags from 3-5 truckloads of food each week.

The biggest overall economic impact comes from the fact that we are now directly serving over 10,000 individuals each month. According to the USDA's Center for Policy and Promotion, the average expenditure for a low-cost meal plan in the US was \$731.20 per month for a family of four in late 2017 which equals \$182.80 per person. By feeding 10,000 individuals we are provided them with a total savings of \$1,828,000 per month which ends up being spent on other necessities and further stimulates the local economy.

We currently have a monthly and quarterly reporting requirement for our USDA commodities program. This process involves submitting data on the number of individuals and families served with USDA supplied products. We are adept at capturing and reporting this data along with the number of household members, addresses and personal contact information on representatives from each household. We also track and maintain paperwork from each distribution, logging totals and information via web-based platform for the USDA. In addition, we track and report data for several of the grants we have received and have an impeccable record in this regard. In order to assess the further economic impact of the food we provide to our community; we periodically survey our clients to ascertain what else they spend the "extra" money they would be spending on food. This is where we learn that they can pay for medicine, school supplies, rent, transportation and childcare to name a few.

We also track and record the millions of pounds of food that we receive from our partnership with UNFI in Roseville. Although this food is donated, we assume all costs associated with the shipping, storing, sorting, and distribution of the products. (Last year our totals of donated products from this one organization was over 2 million lbs.). As well as donated food, we record and log all of the food we purchase for our distributions. We utilize local farms and industry whenever possible thereby extending the economic impact our organization and helping to create more jobs within the local economy. Last year we purchase over \$45,000 dollars of food from local business and farms such as Grocery Outlet, Mountain Bounty, Super Tuber and Johansson's Farm.

TAB D: Leveraging Partnerships and Resources - The Food Bank has a lengthy history of leveraging partnerships and additional resources. We have a strategic alliance through the USDA through the California Department of Social Services and we are the only authorized distributor of USDA commodities in Nevada County and must adhere to strict guidelines on food storage, safety, inventory control and public access to USDA food. In addition, we have a strategic partnership with UNFI in Roseville, one of Wholefoods wholesale suppliers. While this food is donated, we assume all costs associated with shipping, storing, sorting, and distribution of the food items. Last year our total of donated products from this source was over 2 million pounds.

These two partnerships supply us with approximately 80% of the food that we distribute to the community, allowing us to leverage the funding saved on food purchases for distribution costs and other overhead. Whenever possible we utilize local farms and industry to purchase food we need for our distributions thereby extending the economic impact of our organization and helping to stimulate the local economy. Last year, we purchased over \$45,000 worth of food from local businesses and farms such as Grocery Outlet, Mountain Bounty, Super Tuber, and Johansson's Farm.

With the funding we receive through this grant we will allow us to reallocate funding be able to purchase, store and sort additional food to meet the growing need that we are seeing in our community. While are numbers for our Grass Valley distribution dropped from 2,600 down to 1,700 at one point, they are back up to about 2,500 individuals each week and climbing. We anticipate these numbers to increase based on the reduction in unemployment benefits and the fact that more people are losing their jobs every week as businesses close and employment opportunities become scarce. We also expect the pandemic and its economic impact on our community to last through 2021 and are preparing for that inevitability by working with our strategic partners to secure, store and additional food.

Through this funding we will be able to account for the increased costs that were not accounted for in this year's budget in order to get back on financial track. One of our articulated goals is to establish a fund with six months of reserves so that we will be able to cover our operational expenses should other emergencies occur or the economic impact of the pandemic last longer than expected. We anticipate being able to fundraise through additional grant opportunities and donations from our community. However, we have already seen a reduction in local donations as people have less disposable income due to the lingering effects of the COVID – 19 pandemic.

In March, at the beginning of the pandemic, the significant increase in the demand for food caused us to develop a strategic fundraising program directed at our donors in anticipation of the increased need. Through donor relations, social media fundraising and a targeted direct mail campaign we were able to raise a significant amount of money to help cover some of the increased costs related to COVID-19. We have also applied to the Nevada County Relief Fund on two occasions in which we were honored to received \$20,000 for our grocery delivery program and an additional \$13,500 for our summer lunch program.

We do get a modicum of CARES Act assistance from the The California Department of Social Services which allocates funding to help with the cost associated with The Emergency Food Program, or TEFAP only. This is limited to the USDA food only. The reimbursement rate is at 43% and cannot include the storage or overhead associated with any non-USDA foods, i.e. donations. It also does not allow for reimbursement of administrative staff, certain capital expenses, insurance, maintenance, and food purchases. The Food Bank must absorb costs like additional fuel costs (one of our largest expenses) warehouse space, additional overhead, and additional staffing.

TAB E: Management Capacity and Measurable Outcomes - We currently have a strict monthly and quarterly reporting requirement for our USDA commodities program under which we receive a reimbursement for a small percentage of our administrative costs relating to that program. This process involves submitting data on the number of individuals and families served and the total amount of USDA supplied products. We are adept at capturing and reporting this data along with the number of household members, addresses and personal contact information on representatives from each household. We also track and maintain paperwork from each distribution, logging the number of individuals and households served, along with food totals and information via web-based platform for the USDA. In addition, we track and report data on management and implementation of a number of the grants we have received and have an impeccable record in this regard. Currently, we report data to the state program LISTOS and the Census. Both programs have given us commendation on our ability to quickly provide them with data in a clear and organized manner. We maintain both electronic and hard copies of all of our records and consistently update our data base. We feel very confident in our ability to report accurately on the use of these funds.

In addition to our obligation to collect data and measure and report outcomes to the California Department of Social Services, USDA and grant funders, we will continue to meticulously track all expenses related to the COVID-19 pandemic. We will keep these grant funds in a segregated bank account and track all expenditures and correlate them with use of funds outlined in this grant application. We will track outcomes, expenses and use of funds for the period from March 1, 2020 to July 31, 2020 which we will report as required in October and track the same data for the period from August 1, 2020 to December 30, 2020 and will report as required for our second quarterly report in December.

TAB F: Community Benefit - Simply put, the Food Bank of Nevada County has been supplying lifeline of food to individuals experiencing food insecurity for almost 35 years. Our food is distributed directly to hungry families throughout the County including Grass Valley, Truckee, Penn Valley, the little Town of Washington and North San Juan. Through our Partner Agency Program (where we distribute bulk food to 29 local non-profits with low income clientele or food pantries, like Hospitality House, Granite Wellness Centers, and Interfaith Food ministry), our food reaches about 5000 additional individuals. Through our School Snack Program, we serve nutritious snacks to every child at 29 area schools.

When we learned that many seniors and disabled individuals couldn't attend our distributions, we developed a Homebound Individuals Program to deliver food to these individuals to cover this gap. When we learned that many students who received free and reduced-price lunches during the school year were not getting proper nutrition during the summer, we started our Summer Lunch Program which is another example of the Food Bank of Nevada County's efforts to address critical gaps in services for our community.

To say that the Food Bank of Nevada County made a significant community benefit is a vast understatement. When the COVID-19 pandemic started ravaging our community we knew that as the primary frontline nonprofit responsible for mitigating food insecurity we knew we had to step up...big time, and step up we did. Our staff, Board and fearless leader Nicole jumped into action and outlined a plan to meet the critical need for food.

When the number of individuals attending our Grass Valley food distribution rose from 300-400 individuals per week to 2700 individuals per week, the Food Bank jumped into action by staffing up, locating an additional food storage and sorting facility and doubling the amount of food we procured each week. In order to keep our community and staff safe and to minimize the possibility of spreading this disease, we completely reorganized our entire operation to a safer drive-thru, bag distribution model with volunteers trained under COVID hygiene protocols. When people lost their jobs and had no income to buy food for the first time in their lives, we welcomed them with compassion and open arms. We fed business owners who lost their businesses, truck driver, hair dressers, and restaurant employees who lost their jobs and were at risk of losing their homes.

In order to be more effective at addressing this community crisis, we started partnering with the County Office of Emergency Services to get additional guidance and support. They provided us with PPE and helped coordinate resources, while also helping to reestablish our North San Juan distribution after they lost their local food coordinator and suffered a breakdown in the supply chain.

By funding this proposal, the Food Bank will be able to continue its mission and serve individuals facing hunger insecurity throughout 2020 and beyond. Through our various distribution channels, we are currently feeding over 10,000 individuals per month. Through this funding we will be able to meet this increased demand for food and also meet other emergency food needs should there be a dramatic and/or continuing increase in the economic impact of this pandemic, or a local wildfire, or a PSPS outage, or any other crisis where the Food Bank's resources are needed. This funding will offset the cost that the Food Bank has had to (and will have to) endure due to the COVID crisis.

TAB G: Budget and Financials - The Food Bank of Nevada County is requesting \$100,700 in grant funding to offset unanticipated costs associated with supporting the community during the COVID-19 pandemic. These funds will be allocated to costs incurred from March 1, 2020 through July 31, 2020 and projected increased costs from August 1, 2020 to December 30, 2020. All funding will be expended by December 30, 2020 as per the CARES Act funding guidelines. This will enable us to reallocate the additional donations that we have received this year due to our increased fund raising efforts and will be put into a reserve fund to cover additional overhead and food cost in anticipation of increase demand in order prepare for the increase impact of the COVID-19 pandemic through 2021 as well as prepare for restarting our School Snack Program and meet any other emergency food needs.

For the months of March, April, May, June and July, we have incurred costs associated with PPE needs in the amount of \$1000, a rental contract for additional food storage of \$2500 monthly, additional costs such as waste management, insurance, utilities, for the additional warehouse of \$1500 monthly, 4 new employees and increased overtime averaging \$3000 monthly, increase supply needs such as food and paper bags averaging \$2500 monthly, and an increase in our fundraising efforts adding an additional \$2,200 over budgeted amount. The additional cost associated with COVID 19 for the period between March through July equals \$50,200.

For the anticipated costs for the months of August, September, October, November, and December, we will continue to utilize the additional warehouse and food storage at \$2,500 monthly, the additional costs for the warehouse at \$1,500 monthly, and the staff needed to handle the increase demand equates to \$3000 monthly. In August, September, and October we calculate the supply need being consistent with the average of \$2,500. For the months of November and December, and from previous years, we expect an increase in the supply needs. In November and December, the need will increase to be \$4,000 for additional food, bags, and other supplies. The additional cost associated with COVID 19 for the period between August through December equals \$50,500.

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. 20-419G

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

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of September 22, 2020 by and between the County of Nevada, ("County"), and South Yuba River Citizens League (SYCRL) ("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 those costs identified in the submitted Application received from this Entity which is attached hereto and incorporated herein. 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, and shall reimburse County any grant funding provided under this Agreement that was determined by federal, state or local audit to be unauthorized expenditures under the CRF Funds program.

In addition, Grant Recipient shall maintain strict adherence to all orders and guidance pertaining to the COVID-19 pandemic issued by the Governor of California, the State Public Health Officer, County Public Health Officer, and/or the Nevada County Director of Environmental Health. Failure to comply with this Section shall constitute a Material Breach of this Agreement and a basis upon which County may immediately terminate this Agreement without notice. In amplification of Section 7 (“Hold Harmless and Indemnification Agreement”), Grant Recipient’s material breach herein shall entitle County to any/all damages, including the amounts of judgments, reimbursements, penalties, interest, court costs, legal fees, and all other expenses incurred by County resulting therefrom.

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 Sixty Thousand Dollars (\$60,000).**
3. **Term** This Agreement shall commence on September 22, 2020. All grant funds provided by this Agreement shall be expended before December 30, 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. 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.
 - 10.1 **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.

10.2 **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** To the extent applicable Grant Recipient 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
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
County Executive Office
Attn: Caleb Dardick
Address
950 Maidu Ave.
Nevada City, CA 95959

Phone: (530) 470-2649
Email: Caleb.dardick@co.nevada.ca.us

AWARD RECIPIENT

South Yuba River Citizens League (SYRCL)

Attn: Melinda Booth
Address
313 Railroad Ave. Ste#101
Nevada City, CA 95959

Phone: (530) 265-5961
Email: melinda@yubariver.org

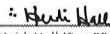
Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

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: Sep 25, 2020
Heidi Hall (Sep 25, 2020 13:42 PDT)

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 From:

By: 
K.L. Elliott (Sep 25, 2020 14:11 PDT)

GRANT RECIPIENT: South Yuba River Citizens League (SYCRL)

By:  Date: Sep 24, 2020

Name: Melinda Booth

* Title: Executive Director

****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).***

Application received in response to
RFA No. 130794

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

8.3 TAB A: Entity Description (max 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.

Headquartered in Nevada City, the South Yuba River Citizens League (SYRCL) is the leading advocate for water quality protection, river health and watershed restoration within the Yuba Watershed. We formed in 1983 to prevent new dams being built on the South Yuba, a goal we reached in 1999. Thirty-seven years later, we are widely recognized as one of the most effective watershed groups in the United States.

SYRCL's MISSION is to unite the community to protect and restore the Yuba River watershed. Our award-winning watershed science program safeguards water quality and restores imperiled headwater meadows and riverbanks impacted by hydraulic mining. Our robust "River People program" mobilizes thousands of volunteers to protect our public lands and advocate for clean water and forest health. Our world-class environmental film festival – the Wild & Scenic Film Festival – reaches more than 100,000 audience members annually, inspiring them to take action for a sustainable future.

b. Provide the name(s) of the principal responsible for the entities' organizational operations. Be sure to include their qualifications.

Melinda Booth Executive Director, South Yuba River Citizens League, will administer this grant and oversee the collaborative work with partners to ensure grant deliverables are met. Ms. Booth has served as SYRCL's executive director for nearly three years and has worked for the organization since 2011. Under her tenure, the organization grew to have a \$3 million annual operating budget that includes landscape-level conservation work in the Lower Yuba River, the Yuba Headwaters, and Yuba's Forests. **See resume on following page.**

c. Describe how many employees or jobs your entity provides opportunities for.

- 21 Full-time employees, year-round
- 1 Part-time employee, year-round
- 3 AmeriCorps members, 10-month terms
- 4-8 seasonal employees for conservation programs
- 24 temporary employees for the Wild & Scenic Film Festival's January Event

d. Describe the community served by your entity.

SYRCL strives to serve the Yuba Watershed, which encompasses portions of Nevada, Yuba, Sierra and Placer counties. The preponderance of our work—restoration, forest health, education, community engagement—takes place in Nevada and Yuba counties.

e. Describe how your entity plays a "vital and enduring role in the local community."

With a 37-year history, SYRCL is a cornerstone organization protecting the Yuba, thereby helping ensure quality of life and economic prosperity in our community. We have an effective track record of securing outside resources to benefit our region and bringing together diverse entities to protect the commons. Our projects create "green jobs." Our programs help provide positive visitor experiences at the river in the summer. And the Wild & Scenic Film Festival in the winter spurs tourism in a traditionally slow time of year for local businesses. By creating a healthy watershed, our work promotes climate resiliency, wildfire resiliency, water security, carbon sequestration, biodiversity, nonstructural flood control, and endangered species recovery. Additionally, we engage our community as volunteers, citizen scientists, and river advocates along the way, which strengthens civil society.

Melinda M. Booth

P.O. Box 711 | Nevada City, CA 95959
(650) 207-0495 | melindambooth@gmail.com

EXPERIENCE

Aug. 11-Present	South Yuba River Citizens League (SYRCL) Executive Director (Sept. 2017-Present) Wild & Scenic Film Festival Director (Sept. 2014-Aug. 2017) Director of Development and Wild & Scenic Events (Aug. 2011-Aug. 2014)	Nevada City, CA
Jan. 09-Dec. 10	Humboldt State University Lecturer, Environment & Natural Resources Department Instruct NRPI 435, Grant Proposal Writing, for upper-division and graduate students.	Arcata, CA
Aug. 07-April 11	Sequoia Park Zoo Foundation Fund Development Director	Eureka, CA
Aug. 05-Mar. 07	California Wolf Center Development Manager	Julian, CA
Aug. 01-Mar. 03	Defenders of Wildlife California Program Coordinator	Sacramento, CA

EDUCATION

May 2005	University of Montana Master of Science, Environmental Studies THESIS: <i>Determining Resident's Attitudes Toward Black Bear Management in the Rattlesnake Valley: Missoula, MT</i>	Missoula, MT
June 2001	University of California, Davis Bachelor of Science, Environmental Biology & Management Specialization in Conservation Biology	Davis, CA

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.

Due to COVID-19, SYRCL cancelled fundraising events that support education and public safety outreach. Major funders withdrew education programming dollars and national-level sponsors cancelled their pledges for the Wild & Scenic Film Festival. Fee-for-service revenue dropped immediately, as dozens of partner organizations who franchise the Wild & Scenic Film Festival cancelled contracts. We lost hundreds of hours of volunteer time for critical tasks that staff were then required to perform. Further we had to adapt to the social distancing and stay-at-home advisories. This required investing in the following: laptops for telework; a new online platform to produce Wild & Scenic events; staff time to develop safety protocols; staff time to cover water quality monitoring and post public safety signage at the river; staff time to produce assembly programs and other educational content for e-learning; mileage and vehicle expenses to ensure social distancing among field staff.

In our fiscal year 2020-2021 budget, we had to plan for dramatically less income from sponsors, foundations, individual donors, ticket sales, and fee for service.

Further we could not place River Ambassador volunteers at the State Park river crossings this season because of the pandemic. Unfortunately, these outreach volunteers are needed more than ever due to the unsafe conditions caused by unsustainable visitation surging at river access sites.

- ii. Describe the indirect impacts your entity has suffered from COVID.**

The South Yuba River State Park, as a result of COVID-19, estimates a 40% increase in visitation. In addition to Parks staff, this situation is over-taxing safety personnel from other county, state and federal agencies. Local infrastructure is impacted, too: roads, parking, trails, waterways, bridges, etc. Community members are distressed about this public health and safety situation and are coming to SYRCL. We are a focal point for this public outcry that something needs to be done.

- iii. If relevant, describe the impact COVID has had on your consortiums or partnership resources.**

The Yuba River Safety Cohort (a collaboration of County officials, local and regional fire protection districts, law enforcement, state and federal agencies, local NGOs, and community representatives dedicated to addressing safety issues in the Yuba River canyon) and SYRCL are being called on to address as quickly as possible the public health crisis that is brewing at public access sites along the Yuba River. Crowds of people, escaping from months of quarantine, are flocking to the river. The illegal parking, lack of physical distancing, irresponsible driving and harmful littering are a burden to public safety officials and State Parks – and this is a direct result of COVID-19. Indeed, summer is typically busy at the Yuba; but this year's serious abuse of beaches, trails, swimming holes and parking lots is overwhelming agency and community personnel and there are not enough resources to effectively manage the increase in visitation.

- b. What specific impact(s) caused by the COVID-19 public health emergency does this proposal address?**

SYRCL is taking the lead to request relief and resources for a much needed COVID response at the Yuba on behalf of several members of the Yuba River Safety Cohort. We are applying for funding to assist our efforts, South Yuba River State Parks, Sierra Gold Parks Foundation (State Park's supporting organization) and the U.S. Bureau of Land Management. Also, this proposal asks for funds that will replace some of SYRCL's lost business income, due to COVID, which will allow our outreach, education and river monitoring programs to mount an effective response to the pandemic as well.

- c. How does this proposal address the impact(s) you have identified that were caused by COVID-19?**

Our objective is to purchase safety equipment and supplies to provide various Safety Cohort partners with the tools needed to keep the public land around the South Yuba River – i.e. access points, trails, parking lots, roadways – safer during the pandemic. Equipment will help with safety messaging ("trails crowded, wear masks"), safer parking, sanitation, patrols & response times, communications, and crowd control to facilitate social distancing. If these interventions are not implemented immediately, the Yuba River could become a hot spot for COVID-19 transmission in addition to a general public safety hazard.

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.

The Yuba River is an economic driver for the region. Nevada County Tourism is at least a \$300 million a year industry (see the Nevada County Tourism Plan, on the County's website) and the Yuba River is the iconic destination that benefits restaurants, local services, and lodging. It also attracts new businesses to the county.

SYRCL's work to unite the community to protect and restore the Yuba River similarly benefits the local economy. Over the last 3 years, it has brought more than \$6 million in state, federal and private funding to the region and invested it in this watershed, natural water infrastructure, and greenhouse gas reducing projects.

Further the Wild & Scenic Film Festival in January mobilizes thousands of visitors to enjoy restaurants, shops, art galleries, and other local businesses and venues. It hires dozens of temporary staff positions, engages hundreds of volunteers and overall improves the economic quality of life during the slow tourist season. It is estimated by the 2018 report, "The Arts & Economic Prosperity in Nevada County," to support an equivalent of nearly 11 full-time employees and generate \$9,600 in local government revenue and \$33,000 in state government revenue per year.

b. Please explain how you document the impact. You may include links to annual reports or studies, etc.

The information about local tourism and its link to the Yuba River and outdoor recreation was found here:

[Nevada County Tourism Marketing Plan \(formerly the Switchback Plan\) \(PDF\)](https://mynevadacounty.com/937/Economic-Development-Tourism-Marketing)
<https://mynevadacounty.com/937/Economic-Development-Tourism-Marketing>

SYRCL tracks funding in our annual budget and financial statements, which are attached to this application.

A few of the ecosystem services offered by our restoration projects are cited here and are available upon request:

- **Quantifying hydrologic benefits of meadow restoration while accounting for interannual and spatial variability (conference abstract available upon request).** Rachel A. Hutchinson^{1,2}, Karl Ronning¹, Alecia Weisman¹, Betsy Harbert^{1,3}, and Amy G. Merrill^{4,5} ¹South Yuba River Citizens League, ² Tahoe National Forest, ³ California Department of Fish and Wildlife, ⁴ Stillwater Sciences, ⁵ American Rivers
- **Impacts of lowered baselevel on the hydrology of Van Norden meadow (conference abstract available upon request).** Sarah M Yarnell, University of California Davis, Ryan Peek, University of California Davis, Karl Ronning, South Yuba River Citizens League, Rachel Hutchinson, US Forest Service.
- **The Results are in for Meadow Restoration.** SYRCL website. <https://yubariver.org/2018/11/the-results-are-in-on-the-benefits-of-meadow-restoration/>

Calculations on the economic impact of the Wild & Scenic Film Festival, with an annual budget of approximately \$500,000 can be found here:

Arts & Economic Prosperity in Nevada County
<https://www.nevadacountyarts.org/arts-and-economic-prosperity>
Arts & Economic Prosperity Calculator, page 17.

An article by the *Union of Grass Valley* about how the Wild & Scenic Film Festival drives customers to local businesses can be found here. <https://www.theunion.com/news/local-news/wild-and-scenic-film-festival-pumps-local-businesses/>

8.6 TAB D: Leveraging Partnerships and Resources (maximum of 1 page):

a. Describe your track record of leveraging additional partnerships and resources.

SYRCL has a long and successful track record with working with partners and leveraging funding sources to accomplish its mission. A recent example is securing match funding from three agencies totaling \$635,000. The organization used this support to form two collaboratives to address fire risk and forest health in the Yuba Watershed -- the North Yuba Forest Partnership and the Yuba Forest Network. Further, we work hand-in-hand with the U.S. Forest Service, University of Nevada-Reno and the Truckee Donner Land Trust on meadow restoration in the Yuba headwaters. Our Lower Yuba Restoration initiative—which has five active projects underway -- involves private landowners, gravel mining companies, engineering firms, Yuba Water Agency, the U.S. Fish & Wildlife Service, and the California Wildlife Conservation Board.

b. Describe how you will leverage additional funding that in part will contribute to Covid19 recovery.

SYRCL has received PPP funds to help cover staff salaries through July 2020. In addition, we have secured several small technology grants that allowed us to implement a telework strategy for the office. Further, we also received a business grant from State Compensation Insurance Fund to cover the cost of cleaning supplies and PPE purchases.

These smaller grants and PPP support are enabling us to focus on addressing the public safety crisis at the Yuba, due to the pandemic, rather than scrambling for short-term operational needs. Our goal with this request is to benefit the multiple partners within the Safety Cohort (see 8.4.3.iii) that are directly responsible for managing the public lands that are suffering from unsustainable impacts from visitors escaping months of “quarantine.”

c. Describe how these funds will help you remain viable after 12/31/20?

These funds will help the Yuba River and the South Yuba River State Parks stay viable by providing resources for safety personnel to address the crowds and sanitation issues, preventing the river from becoming a COVID-19 hotspot. The increase in visitation this year is likely to continue to some extent and the need for more infrastructure and public safety equipment will have a positive impact for years to come.

These funds will also help SYRCL’s primary programs, especially those that rely on general funds, to response the COVID-19 public health crisis. One example is adapting education programs for online learning. This will provide continuity within the organization, keeping SYRCL’s community engagement and education work operational and responsive to local needs until we are on the other side of the pandemic.

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.)

SYRCL has received a PPP loan and is in the process of applying for forgiveness.

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.

SYRCL has the staff capacity and accounting systems in place to manage, oversee, implement, and report on the use of grant funds. The organization's full-time Finance Director oversees accounts receivables and payables with special attention to restricted project funding, pays vendors, invoices funders, and creates and monitors SYRCL's annual budget. She uses the accounting software QuickBooks for Nonprofits and follows Fund Accounting principles in addition to the Generally Accepted Accounting Principles set by the Financial Accounting Standards Board. Additionally, grant disbursements and philanthropic funds are tracked in the Development Department's donor database, and weekly reports go to Finance for reconciliation. Staff time is recorded by project and/or program in our timesheet software, Harvest, then subsequently billed to the appropriate funding source.

SYRCL's restoration project grants are multi-year contracts, managed through a quarterly billing system and a restricted funds account. In the fiscal year ending June 2020, SYRCL managed 18 multi-year grants and held between \$55K and \$300K in Restricted Funds. This current fiscal year we continue to manage 18 multi-year grants and currently hold \$212K in Restricted Funds for future grant management. These contracts require quarterly or semi-annual reporting on project deliverables, as well as mid-term and final reports.

Program manager staff implement grant projects. They create detailed worked plans based on the grant contract's scope of work, and track progress and performance with oversight from department directors. Further they collaborate with the Finance Department to create accurate invoices and ensure they are sent in a timely manner.

SYRCL convenes a monthly Finance Committee, which provides additional oversight to the financial position of the organization. It reviews Finance Director's report which includes analyses of Profit & Loss Statements, Balance Sheets, Cash Flow, Aging Receivables, and Budget to Actuals by Program. After the committee meeting, the Treasurer presents the report to the Board of Directors, which adds another layer of scrutiny. Lastly, SYRCL engages a certified public accountant on an annual basis to review and prepare our financial statements, prepare our 990s, and audit our finances. This accountant prepares these reports and presents her findings to the Board of Directors.

b. Describe how you will measure and report outcomes.

SYRCL measures the success of a grant project on three dimensions. The first is budget: does the project implementation stay within allowable expenses? The second is task list completion: are project deliverables coming in on time? Why or why not? The third is either conservation or community impact, which requires specialized monitoring (like hydrology studies, species counts, plant survival) or other data collection (e.g. pounds of trash, people reached, media hits, etc.). For the bullets listed in section 8.8.c, SYRCL will report on each of these dimensions, using the methods outlined below.

i. Be specific about how you will collect data and report your use of funds.

SYRCL will do the following:

- Record staff hours spent on this grant contract related to implementation and project management
- Record and track receipts and invoices in Quickbooks and report expenditures on monthly basis
- Track project success by generating a list of deliverables (see below) and reporting progress monthly
- Collect relevant data on community impact, such as number of partners or community members served

ii. Be specific about how you will measure and report outcome data quarterly.

SYRCL will do the following:

- Generate a list of project deliverables with dates
- Produce a quarterly progress report that shows status of project deliverables
- Produce a quarterly expense report based on the invoices, expenditures and timesheets tracked to date
- Produce a quarterly report on community impact data

8.8 TAB F: Community Benefit (maximum of 1 page):

a. Describe how your entity has made a significant community benefit in the past.

SYRCL was formed in 1983 to protect the Yuba River from development and has since become one of the most effective watershed groups in the U.S. SYRCL works with multiple partners to protect the river and restore watershed health across all three forks of the Yuba. Notable achievements include:

- Achieving State Wild and Scenic status for 39 miles of the South Fork of the river, which ultimately protected this stretch of river from hydropower construction,
- Monitoring water quality at the watershed scale since 2000,
- Preventing the closure of the South Yuba River State Parks by organizing students and community members,
- Developing its Wild & Scenic Film Festival into a world-renowned event, bringing external resources to benefit our community
- Working to restore headwater meadows and floodplain habitat for fish, and
- Bringing the community together to keep the Yuba River clean and safe and to protect it from unnecessary development and dam proposals.

b. Describe how your entity has made a significant community benefit in response to Covid19.

SYRCL's Education program has worked to provide online content to support local schools' switch to e-learning. Specifically, it converted its water conservation school assembly program – the Great Water Mystery – into an episodic video and offered it through the library for free. The program staff, anticipating the challenges area schools will have in organizing field trips, are turning our Student Salmon Rafting Tours into virtual Salmon Tours with seven episodes. Program staff also are making the Wild & Scenic Film Festival's student programs an online offering that meets teachers' and curricula needs.

SYRCL has invested in staff to cover the work of 40 volunteers per month to continue River Monitoring – which studies and reports on water quality at more than 35 sites across the watershed. Safeguarding water quality during this time of lock down was deemed as an essential duty by the county.

The River Ambassador program, unable to place volunteers at river crossings, pivoted to focus on placing COVID safety signage at popular areas, as well as implementing online and media education campaigns to spotlight these visitation issues. Our staff has been taking phone calls and complaints from public about the COVID-related crowds and dangers – which has prompted our pursuit of this grant for Safety Cohort partners.

c. Describe how your proposal would benefit the community.

Grant funds would allow us to:

- Continue supporting local schools by providing additional online education programming and ensuring it meets teachers' needs.
- Continue collecting vital water quality data throughout the watershed and perform additional "first-flush" sampling for metals and bacteria between September – December to assess hazardous contamination from many sources including human waste.
- Provide resources to our Safety Cohort partners so they have the equipment and supplies to mount an effective response to the COVID visitation issue for the sake of visitors' safety and public health. For example, the budget (sec. 8.9.d) includes funds for the Bureau of Land Management to install two vault toilets at Purdon Crossing and a call box at Edwards Crossing; communications equipment to assist with State Parks' safety patrols.
- Address the COVID visitation issue by extending SYRCL's River Ambassador program's public education efforts throughout the Fall and providing support to Yuba River Safety Cohort.
- Reorganize the Wild & Scenic Film Festival to be a COVID-19-responsible online festival, which will keep this cornerstone event strong until it once again can be a live festival and attract visitors to the region.

8.9 TAB G: Budget and Financials (maximum of 1 page plus Budget Template- Attachment C):

a. Submit Attachment C with this section.

See attached. Please note that SYRCL is managing several large restoration project grants, and the implementation phase is set for this year. This means larger project budgets for consultants and sub-contractors. These are federal and state restricted funds that cannot be diverted for COVID response. Also, they are planned expenditures assuming project work will NOT be delayed due to COVID. Therefore, the increase in our FY2021 budget in state and federal funding hides how general fund programs have been impacted by COVID-19.

b. What is your total funding request for this grant? \$252,700

c. What is the timeframe for this program? (Keep in mind CARES funds must be expended by December 30, 2020)

March-December 30, 2020 for income loss.

August-December 30, 2020 for program implementation.

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.

\$64,800 State Parks purchases

\$7,000 for new signage, signage repair & maintenance

\$23,000 for vehicle radio repeaters, line of sight radios, multi-band radios

\$15,000 for electric bikes for trail patrol and faster response times

\$11,700 for FLIR (night vision), binoculars, GPS, battery jump boxes

\$5,100 for water rescue (throw bags, vests, booties, life jackets, helmets, lifeguard tubes)

\$3,000 for staff time to coordinate with SYRCL

\$75,000 Bureau of Land Management purchases

\$30,000 for 2 CXT single stall toilets

\$30,000 for delivery, installation and set up

\$15,000 for a call box at Edward's Crossing

\$32,000 North San Juan Fire Protection District purchases (or other Safety Cohort partner TBD after Jones Fire)

\$30,000 for 2 digital road signs

\$2,000 for delivery and setup

\$80,900 *SYRCL programs to respond to COVID-19

\$15,000 Education – staff, contractors & technology to move programs to online for e-learning

\$10,000 Project management – coordinate with partners, make partner purchases, track project deliverables

\$10,000 River Monitoring: additional staff time, vehicle costs, lab fees for bacteria + metals testing in Sept-Dec.

\$15,000 River Safety awareness and education efforts: staff time and advertising on YubaNet, social media, etc.

\$25,000 Safety equipment purchases (to lend/donate to other Yuba River Safety Cohort members)

Digital road sign to lend or donate to public agency

Sandwich boards

Storage services for equipment

Communications equipment for safety cohort

\$5,900 for Film Festival – extra cost for digital platform for a COVID-19 responsive event and school program

\$252,700 TOTAL to be spent Aug 1 – December 30, 2020

***\$80,900 SYRCL request partially replaces the following lost income due to COVID-19**

\$204,427 Mar-July, 2020: related to lost education funding, event revenue, sponsorships and fee for service

\$143,427 Aug-Dec, 2020 projected: lost education funding, event revenue, sponsorship and fee for service.

Further SYRCL's portion (\$80,900) represents 32% of the total request. 68% or more of this grant will be donated to other members of Yuba River Safety Cohort.