

COMMUNITY PARTNERSHIP AGREEMENT RELATED TO TOWN TALK ROAD

This Community Partnership Agreement Related to Town Talk Road (“Agreement”) is made and is effective this 11th day of September, 2018 by and between the County of Nevada (“County”) and River Valley Community Bank (“Bank”).

RECITALS

- A. Residents on Bubbling Wells Road and Town Talk Road have expressed concerns about intersection safety and accessibility at the intersection of Bubbling Wells/Town Talk Roads and Brunswick Road.
- B. Bank is currently developing a 3,500 square foot bank and 1,500 square foot retail / office building at 580 Brunswick Road in the City of Grass Valley, located on the northwest corner of Brunswick Road and Town Talk Road.
- C. In connection with this development, Bank intends to redesign and realign the intersection of Town Talk Road and Brunswick Road and potentially annex the remainder property, if any, to the City of Grass Valley (the “Project”).
- D. The Project will help improve public safety and accessibility for both Town Talk Road and Bubbling Wells Road, and generally benefit the community and the local neighborhood and, therefore, County proposes to grant a one-time contribution to Bank and provide other in-kind services to support the Bank’s effort.

NOW, THEREFORE, in consideration of the mutual agreements and commitments contained in this Agreement, the County and Bank agree as follows:

1. Project. Bank will, at Bank’s sole cost and expense, cause the Project to be designed and installed to fully comply with the project plans on file with the Nevada County Department of Public Works and will ensure the Project is complete and accepted on or before December 31, 2018.
2. County Contributions. Within thirty (30) days after the date the Bank provides County with written confirmation from the City of Grass Valley that the Project has been completed and accepted by the City, the County of Nevada will pay to Bank a one-time contribution in the amount of \$ **4,000** (“County Contribution”).

As soon as reasonably practical after the Project has been completed and accepted by the City of Grass Valley and the County has field accepted the improvements in County right of way constructed under a County Encroachment Permit, County will, at County’s sole cost and expense, remove the remaining asphalt and road base material from the portion

of Town Talk Road which will no longer be used for public travel due to the redesign and realignment of Town Talk Road.

If Bank fails to complete the Project for any reason, then County will not pay the County Contribution or take any action to remove asphalt or road base material from Town Talk Road.

3. Authorization. Bank represents and warrants that this Agreement has been duly authorized by Bank's Governing Board, and the person executing this Agreement is duly authorized by Bank's Governing Board to execute this Agreement on Bank's behalf.
4. Termination. This Agreement may be terminated: (a) by mutual consent of the parties or (b) by either party upon thirty (30) days prior written notice of its intent to terminate.
5. Indemnification. Bank shall defend, indemnify and hold harmless the County, and all officers, trustees, agents, employees and volunteers from and against any and all claims, losses, costs, damages or liabilities of any kind or nature, whether direct or indirect, arising from or relating to this Agreement or the Project. This provision shall survive termination of this Agreement.
6. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.
7. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party.
8. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed below, but each party may change its address by written notice given in accordance with this Section.

COUNTY OF NEVADA: Director of Public Works
 950 Maidu Avenue, Suite 170
 Nevada City, CA 95959

RIVER VALLEY John M. Jelavich, RVCB
COMMUNITY BANK: 1629 Colusa Avenue

9. Amendment. All amendments must be agreed to in writing by County and Bank.
10. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Bank may not assign any rights or delegate any duties hereunder without receiving the prior written consent of County.
11. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

[signatures on following page]

**SIGNATURE PAGE TO COMMUNITY PARTNERSHIP AGREEMENT BETWEEN
COUNTY OF NEVADA AND RIVER VALLEY COMMUNITY BANK**

COUNTY OF NEVADA

Dated: _____

Ed Scofield, Chair
Nevada County Board of Supervisors

APPROVED AS TO FORM:

Alison A. Barratt-Green
County Counsel

RIVER VALLEY COMMUNITY BANK

Dated: 9/14/2018



John M. Jelavich
Title: President & CEO