

SUBGRANTEE AGREEMENT

AGREEMENT BETWEEN THE COUNTY OF NEVADA AND FOOTHILLS HOUSE OF HOSPITALITY NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION FOR HOUSING DEVELOPMENT SERVICES

THIS AGREEMENT, entered this 10th of December, 2024, by and between the County of Nevada (herein called the “Grantee”) and Nevada County Housing Development Corporation (herein called the “Subgrantee”).

WHEREAS, funding for Behavioral Health Bridge Housing (BHBH) programs was signed into law in September of 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022),

WHEREAS, the Grantee has applied for and was awarded funds from the State of California, Department of Health Care Services (“the Department”) in an award letter dated July 25, 2024,

WHEREAS the Department makes available these funds through a subcontract agreement between the Grantee and Advocates for Human Potential (Contractor),

WHEREAS, the Grantee wishes to engage the Subgrantee to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subgrantee will be responsible for administering a portion of funds in the Amended and Restated Subcontract Agreement 20456-CA BHBH-NEVADA-01 between Nevada County and Advocates for Human Potential the related to the renovation of a minimum of seven (7) beds of transitional/interim housing on a site owned by the County located at 120 Bager Lane in Grass Valley California (APN 029-241-028-000) The development project will be dedicated to serving the BHBH target population through the grant term of June 30, 2027. The structure will consist of a mix of shared rooms (maximum 2 beds per room) and individual rooms, as needed. The subgrantee shall provide access to the program beds in a manner consistent with the terms and conditions outlined in a separate services contract between the County and Nevada County Housing Development Corporation currently in effect for the period of July 1, 2023 through June 30, 2025 and any subsequent service contract renewals thereafter.

The Subgrantee will administer all tasks related to the renovation and rehabilitation of this structure through separate contracts and/or agreements with

a contractor selected through a competitive bid process and in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

Program Delivery

Activity 1: By October 1, 2025 rehabilitate the location to provide a minimum of 7 units of interim housing and receive certificate of occupancy from the City of Grass Valley allowing the housing to be used as BHBH program beds.

A kickoff meeting will occur with Subgrantee Staff and the County Staff scheduled for December 2, 2024. The meeting will be held to review the project requirements and administrative expectations outlined in the grant contract documents and other applicable grant source documents and authorizing statutes to ensure regulations and requirements are met through the project development phases. Communication directives, payment processing, project signoffs, reporting, environmental requirements, procurement, and other required steps will be reviewed, discussed and assignments will be provided at this meeting.

The subgrantee shall:

- Prepare bid notices and conduct Contractor bid process
- Establish construction contracts with awarded firm(s) with licensed, insured, and bondable contractor(s) based on a permitted set of construction plans with a licensed, insured, and bondable general contractor for an amount consistent with the costs in the approved project budget.
- Work with the City of Grass Valley to obtain all required building, local use, and fire clearance or other required building permits or approvals
- Maintain and provide certificates of insurance for required insurance, including general liability insurance and builder's risk insurance, as described in the contract.
- Manage construction project and approve payment requests.
- Certify that the Subgrantee they, and their contractors, shall comply with all applicable federal, state, and local laws. These include but may not be limited to: Adherence to the accessibility requirements set forth in California Building Code Chapter 11A and Chapter 11B and the Americans with Disabilities Act, Title II.
- Certify the use of Prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.). The certification shall (a) verify that prevailing wages have been or will be paid, b) verify

that labor records will be maintained and made available to the grantee and/or any agency designated by the grantor or its affiliates upon request, and (c) be signed by the general contractor(s)

Activity 2: Community Engagement

Coordinate community engagement with the area impacted by the construction project to ensure that neighbors and business are apprised of the project and have the ability to contact the subgrantee with any questions and concerns.

B. General Administration

The Subgrantee shall provide all BHBH Program-required financial oversight and grant reporting for the development project to the Grantee, including all program-specific administrative, monitoring and reporting requirements specified in the BHBH administrative requirements and in the contract between the Grantee and the Department of Health Care Services regarding this BHBH Round 3 grant.

C. Levels of Accomplishments – goals and performance measures

<i>Architect designs completed and provided to Subgrantee</i>	<i>11/12/2024</i>
<i>Subgrantee Submits for Building Permits</i>	<i>11/15/2024</i>
<i>Approval of Building Permits</i>	<i>12/1/2024</i>
<i>Design review and approval and construction bid approval by BOS</i>	<i>8/6/2024</i>
<i>Construction bid released</i>	<i>12/15/2024</i>
<i>Construction firm selected</i>	<i>1/15/2025</i>
<i>Construction contract executed</i>	<i>2/8/2025</i>
<i>Remodel Construction Start</i>	<i>2/15/2025</i>
<i>Remodel Construction End</i>	<i>6/15/2025</i>
<i>Certificate of Occupancy</i>	<i>7/1/2025</i>
<i>Placed in Service</i>	<i>7/1/2025</i>

D. Performance Monitoring

The Grantee will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within two weeks reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on the 10th day of December 2024 or as soon as this agreement takes effect and ends on the 1st day of October 2025

III. BUDGET

Badger Lane/BHBH development project

Renovation/Installation Cost	435,000
Project Contingency (10%)	43,500
Project Administration	13,125
Grand Total	491,625

Indirect charges are not allowed. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subgrantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subgrantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$491,625. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets

specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

With the submission of original monthly bills, together with proper support documentation, for the services described in Section A. of this Agreement, the Subgrantee will be reimbursed on a monthly basis.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:

Ryan Gruver, Director HHSA
County of Nevada
950 Maidu Ave
Nevada City CA 95959
Phone: (530) 265-1645
Fax: (530) 265- 9860

Subgrantee:

Jennifer Price
AMI Housing, Inc

VI. SPECIAL CONDITIONS

None

VII. GENERAL CONDITIONS

A. General Compliance

The Subgrantee is responsible to for compliance with all performance, reporting and monitoring requirements laid out in Sections 3 through 20 of the Amended and Restated Subcontract Agreement 20456-CA BHBH-NEVADA-01 as it pertains to the Subgrantees specific project as identified in Section I(A) of this agreement. The Subgrantee is also required to be in compliance with conditions laid out in Attachments B, C, F The Subgrantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subgrantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subgrantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subgrantee is an independent contractor.

C. Hold Harmless

The Subgrantee shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subgrantee’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subgrantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subgrantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

B. Reporting and Payment Procedures

1. Program Income

No Program Income is anticipated.

2. Indirect Costs

Indirect costs will not be allowed under this program.

3. Payment Procedures

The Grantee will pay to the Subgrantee funds available under this Agreement based upon information submitted by the Subgrantee and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subgrantee, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subgrantee accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subgrantee.

C. Procurement

1. Compliance

The Subgrantee shall comply with current Grantee policy concerning the purchase of equipment, goods, and services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

IX. PERSONNEL & PARTICIPANT CONDITIONS

1. Labor Standards

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subgrantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subgrantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subgrantee with respect to this Agreement.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

County of Nevada

By _____
Phebe Bell
Title: Behavioral Health Director, HHSA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Counsel