

**AGREEMENT BETWEEN
THE COUNTY OF NEVADA
AND NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION FOR
HOUSING DEVELOPMENT SERVICES**

THIS AGREEMENT entered this November 18, 2025, by and between the County of Nevada (herein called the "Applicant") and Nevada County Housing Development Corporation (herein called the "Co-Applicant").

WHEREAS, the Applicant and Co-Applicant received notice of conditional award of Homekey+ funds totaling \$5,351,453 on May 20, 2025 for the purchase and renovation of 4 scattered site houses to expand the Departments Permanent Supportive (PSH) project by 24 beds; and

WHEREAS, the project entails significant improvements/renovations to each site that will require architectural services; and

WHEREAS, the grant guidelines require the houses to receive a certificate of occupancy within 12 months of award making time of the essence in moving forward with architectural designs for each site; and

WHEREAS, the Co-applicant completed a competitive Request for Proposal process to secure architectural services of the project locations and has selected a qualified architecture firm; and

WHEREAS, the grant award includes \$236,250 in funding in the development budget to cover the costs of these services.

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

I. SCOPE OF SERVICE – Phase One

A. Activities

The Co-Applicant will be responsible for administering a portion of awarded funds to cover the costs of architectural services to create plans for the four scattered-site locations that will accommodate 24 total bedrooms across the four sites.

The Co-applicant will administer all tasks related to contracting with the selected firm, provide oversight of the firm's work in line with the contracted Scope of Services, and reimburse the firm as agreed in said contract.

B. Contracted Scope of Services

Contractor shall provide all plans and specifications needed to complete

construction for each of the four scattered sites. Contractor will be tasked with developing plans and specifications for all of the sites and advise as to alternative concepts for value engineering and cost saving solutions. Contractor shall prepare and submit all required design documents in accordance with applicable county, city, and state regulations.

Contractor will process documents through the appropriate building department for permits.

C. Performance Monitoring

The Co-Applicant will monitor the performance of the firm against the scope of services and deliverables 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

The agreement shall start on the 18th day of November 2025 or as soon as this agreement takes effect and ends on the 30th day of June 2027.

III. BUDGET

Scattered Site Architectural costs

Architectural services cost	\$225,000
Administrative costs	\$11,250
Grand Total	\$236,250

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$236,250. 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. Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director and or his/her designee. The County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

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

PO Box 5216

Auburn CA 95604

(530) 878-5088

VI. 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

To the fullest extent permitted by laws and regulations, Subgrantee shall indemnify, defend and hold harmless County and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Subgrantee, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The Subgrantee's indemnification obligation shall apply whether or not the act giving rise to such claims, damages, losses and expenses is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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