

## Exhibit A

**Administering Agency:** Nevada County – Planning Department

**Grant Award Allocation No.** \_\_\_\_\_

**Description:** Regional Infrastructure Planning Study -Grant Program

### **GRANT AWARD RECIPIENT AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made at Nevada City, California, by and between the County of Nevada, ("County"), and City of Nevada City ("Grant Recipient"), who agree as follows:

1. **Use of Funds:** Grant Recipient agrees to use the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element in full compliance with all REAP Fund expenditure requirements and for the purposes set forth in Exhibit A.
2. **Grant Fund Allocation** County shall allocate REAP Funds designated specific to the to assist in housing production and to facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element efforts in the time and in the amount set forth in Exhibit B. **The amount of the REAP Funding shall not exceed (Sixty-Thosand) dollars (\$60,000).**
3. **Term** This Agreement shall be effective upon the date on which the last party hereto has executed this Agreement ("Effective Date"). All grant funds provided by this Agreement shall be expended before August 1, 2023. Completed Study(ies) are to be submitted to the County no later than July 15, 2023.and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of: August 1, 2023.**
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 extend any allocated funding prior to August 1, 2023, failure to submit completed studies to the County on or by July 15, 2023, and/or failure to complete the study on time shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient shall devote such time to the Regional Infrastructure Needs Study effort pursuant to this Agreement. Grant Recipients unauthorized expenditure of 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 REAP 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 REAP 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. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in 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 sections 8355-8357 that it will provide a drug-free workplace.
9. **Political Activities** Grant Recipient shall in no instance expend funds or use resources derived from this Agreement on any political activities.
10. **Reporting Requirements** Grant Recipient will be required to maintain records and provide project information to the County or its Contract Administrator as provided in Exhibit A.
11. **Conflict of Interest** Grant Recipient 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, Grant Recipient 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 Grant Recipient 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** Grant Recipient 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 Agreement.
16. **Prevailing Wage** The services described herein may be considered "public works" as defined by California Labor Code section 1720 et seq. Any funds expended as a result of this award Grant Recipient will be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the awarded Agreement.
17. **Subrecipient** Grantees are not considered subrecipients. Grant Recipients should follow appropriate rules, regulations, and best financial practices with respect to management of federal funds. 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](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

As this agreement is not a Subrecipient agreement, such federal reporting shall not be provided to the County of Nevada.

18. **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  
Planning Department  
Attn: Matt Kelley, Senior Planner  
Address: 950 Maidu Avenue  
Nevada City, CA 95959  
Phone: (530) 265-1423  
Email: matt.kelley@nevadacountyca.gov

GRANT RECIPIENT:

City of Nevada City  
Attn: Sean Grayon, City Manager  
Address: 317 Broad Street  
Nevada City, CA 95959  
Phone: (530) 265-2496 x119  
Email: Sean.grayson@nevadacityca.gov

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.

**Authority:** All individuals executing this Agreement on behalf of Grant Recipient represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Grant Recipient.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, to begin on the Effective Date.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Ed Scofield, Chair, of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

**GRANT RECIPIENT:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_ Secretary \_\_\_\_\_

***\*If Grant Recipient 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).***

**Exhibits**

- A. Purpose and Use of Funds
- B. Schedule of Payments
- C. Proposal Received in response to RFP No. 160639: Regional Infrastructure Planning Study funded in part by the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element

**EXHIBIT A**

**PURPOSE AND USE OF FUNDS**

Grant Recipient agrees to use the County of Nevada’s Regional Early Action Planning (“REAP”) allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County’s 2019 – 2027 Housing Element, specifically, “Regional Infrastructure Planning Study” provided to cover those costs identified in the submitted Proposal received from this Entity which is attached hereto and incorporated herein as Exhibit A-1. These funds are designated to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County’s 2019 – 2027 Housing Element.

<b>Budget Items</b>	<b>Funds Proposed FY 2022/23</b>
Consultant Cost to Prepare Hydraulic Modeling	\$60,000
Total Cost	\$60,000

\*Describe Contracts for Service Delivery, Equipment Purchases, or Other Expenses, including amount per:

*Funds may be allocated flexibly among proposed line items up to 10% of each line item; budget modifications greater than 10% of changed line item must be requested and have written approval by County grant manager.*

**1. GRANT AWARD RECIPIENT REPORTING.**

- a. Grant Recipient will be required to submit monthly “Project and Expenditure Reports” until the funded project is complete to the County or its designated Contract Administrator.
- b. The first report will be due on or about February 24, 2023.
- c. The report would be required to include:
  - i. Project name
  - ii. Overall Context: This section will provide an overview of the project, including needs, challenges, limiting factors, opportunities and solutions which are unique to the agency or jurisdiction. The section should also discuss the overall approach, goals, and high-level summary of the status of the program.
  - iii. Project Highlights, Accomplishments and Best Practices: This section will generally discuss some highlights for the overall project from last month and any accomplishments resulting from the efforts in implementing or developing the project. This section may also list and explain some of the best practices occurring through the project along with project highlights.
  - iv. Project description (Project descriptions must describe the project in enough detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words.)
  - v. Primary place of performance

- vi. Period of performance start and end dates
- vii. Expenditure report (Current period obligation; Cumulative obligation; Current period expenditure; Cumulative expenditure)
- viii. Project status (Not started; Completed less than 50%; Completed 50% or more; Completed)
- ix. The County reserves the right to update these requirements based on the reporting requirements for the REAP Grant program.

## EXHIBIT B

### SCHEDULE OF PAYMENTS

The Grant Recipient will receive the grant award for the purpose and use established in Exhibit A of this Agreement, based on the following schedule of payments.

Total Grant Award Amount: \$60,000

Payment Schedule:

<b>Budget Items</b>	<b>Funds Proposed FY 2022/23</b>
Consultant Cost to Prepare Hydraulic Modeling	\$60,000
Total Cost	\$60,000

Billing and Payment

The Jurisdiction shall send monthly invoices to the County. Each invoice shall include:

- Billing period covered (Dates/Months services were rendered)
- Billing back up invoices from consultant and staff time.
- PO Number

Invoices shall be submitted to:

County of Nevada  
Community Development Agency  
950 Maidu Ave. Suite 170  
Nevada City, CA 95959-7902  
Contact Person: Matt Kelley, Senior Planner  
email: matt.kelley@nevadacountyca.gov

The County shall review invoices within ten (10) business days and notify the jurisdiction if an individual item is in question. Payments of approved billing shall be made within thirty (30) days of receipt of an invoice. Payments will be made in accordance with County processes once an invoice has been approved by the department.

The County will pay the Grant Recipient a maximum of Sixty-Thousand Dollars (\$60,000) for the rendition of services as require under this Agreement. In the event Grant Recipient's ability to progress on completion of any milestone is delayed due to no fault of the Grant Recipient for longer than ninety days, County shall release payment, according to the Purpose and Use of Funds above, on a percentage completed basis up to the total of the delayed milestone, after Grant Recipient has submitted a proper invoice showing amounts and percentage of work completed to the point of the delay.

Said amount shall be paid based on task completion according to the Budget Proposal Form (less any Matching funds).

**SUMMARY OF AGREEMENT**

**Grant Recipient Name:** City of Nevada City

**Description of Services:** City of Nevada City Regional Infrastructure Planning Study

**SUMMARY OF MATERIAL TERMS**

**Maximum Grant Award:** \$60,000  
**Contract Beginning Date:** Effective Date  
**Contract Termination Date:** August 1, 2023  
  
**Liquidated Damages:** N/A

**LICENSES AND PREVAILING WAGES**

Designate all required licenses:

\_\_\_\_\_

**NOTICE & IDENTIFICATION**

**Grant Recipient:**  
 City of Nevada City

**County of Nevada:**

Contact Person: Sean Grayson, City Manager  
 Phone: (530) 265-2496 x119  
 Email address: sean.grayson@nevadacityca.gov

Contact Person: Matt Kelley  
 Phone: (530) 265-1423  
 e-mail: matt.kelley@nevadacountyca.gov

**Grant Recipient is a:** (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input checked="" type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

**ATTACHMENTS**

Designate all required attachments:

<b>Exhibit A: Purpose and Use of Funds</b>	Req'd
<b>Exhibit B: Schedule of Payments</b>	<u>X</u>
<b>Exhibit C: Proposal Received in response to RFP No. 160639: Regional Infrastructure Planning Study funded in part by the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element</b>	<u>X</u>