

**SUBGRANTEE AGREEMENT BETWEEN THE COUNTY OF  
NEVADA  
AND AMI HOUSING INC DBA NEVADA COUNTY HOUSING DEVELOPMENT  
CORPORATION FOR HOUSING DEVELOPMENT SERVICES**

THIS SUBGRANTEE AGREEMENT, entered this June 2, 2026 by and between the County of Nevada (hereinafter called the “Grantee”) and Ami Housing Inc., DBA Nevada County Housing Development Corporation (hereinafter called the “Subgrantee”), collectively known hereinafter as the “Parties.”.

WHEREAS, funding for Homekey+ was made available by voter passage of Proposition 1 and the Notice of Funding Availability (NOFA) was subsequently released on August 7, 2025 announcing approximately 2.145 Billion in grant funding through the program; and

WHEREAS, on October 14<sup>th</sup>, 2025 the Board approved Resolution 25-476 authorizing submission of a joint application for Homekey funding with AMI Housing Inc DBA Nevada County Housing Development Corporation as co-applicant; and,

WHEREAS, On December 16<sup>th</sup>, 2025 the Co-applicants received a letter of award of Homekey+ funds totaling \$5,231,453,

NOW, THEREFORE, by and for mutual consideration, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities**

The Subgrantee will be responsible for administering development and rehabilitation funds in the Standard agreement 24-HK+-18617 between Nevada County and California Department of Housing and Community Development related to the renovation of a minimum of twenty-four (24) beds of permanent supportive housing on four (4) scattered site properties owned by the County and located at 13668 Auburn Rd in Grass Valley California (APN 023-010-001-000); 11855 Slow Poke Lane in Grass Valley California (APN 009-320-004-000); 12875 Rattlesnake Road in Grass Valley California (APN 22-020-026-000) and 135 East Empire Street in Grass Valley California (APN 029-250-015-000).

The development project will be dedicated to serving homeless households who meet the Behavioral Health Services Act eligibility requirements for Permanent Supportive Housing. All sites will be rehabilitated no later than February 15, 2027. The structures will consist of individual rooms and shared common areas, include at least 3-rooms that are ADA accessible, and across all project sites will achieve at least 24-beds of permanent housing. The subgrantee shall provide access to all 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, 2025 through June 30, 2026 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 February 15, 2027 rehabilitate all locations to provide a minimum of 24 units of permanent supportive housing.

A kickoff meeting will occur with Subgrantee Staff and the County Staff within 30 days of execution of this agreement. 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 a formal competitive bid process in compliance with all federal, state, and local public contract laws and regulations.
- Establish construction contracts with awarded firm(s) with licensed, insured, and bondable contractor(s) based on a permitted set of construction plans approved by County for an amount consistent with the costs in the approved project budget.
- Work with relevant local government jurisdictions and agencies 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 in accordance with timeline and approved plans and approve payment requests. Change orders and any proposed deviations or delays to the project plans must be approved by the County.
- Certify that the Subgrantee, and their contractors shall comply with all applicable federal, state, and local laws. These include but may not be limited to adherence to California Public Contract Code, California Labor Code, and the accessibility requirements set forth in California Building Code Chapter 11A and Chapter 11B and the Americans with Disabilities Act, Title II.
- Certify, if applicable, 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 financial oversight and grant reporting for the development project to the Grantee, including all program-specific administrative, monitoring and reporting requirements specified in the HCD Homekey+ standard agreement.

**C. Levels of Accomplishments – goals and performance measures**

<i>Architect designs completed and provided to Subgrantee</i>	<i>4/17/2026</i>
<i>Submits for Building Permits</i>	<i>4/1/2026</i>
<i>Approval of Building Permits</i>	<i>5/18/2026</i>
<i>Construction bid released</i>	<i>5/11/2026</i>
<i>Construction firm selected</i>	<i>6/19/26</i>
<i>Construction contract executed</i>	<i>6/29/26</i>
<i>Remodel Construction Start</i>	<i>7/15/26</i>
<i>Remodel Construction End</i>	<i>2/15/2027</i>

<i>Certificate of temporary Occupancy All Sites</i>	<i>2/15/2027</i>
<i>All Sites Placed in Service</i>	<i>5/14/2027</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 to cure after being notified by the Grantee, contract suspension or termination procedures will be initiated pursuant to Section E below.

**E. Termination**

1. A material breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which Grantee may elect to immediately suspend payments hereunder, or terminate this Agreement, or both, without notice.

2. If, after proper notice to cure is given pursuant to Section D above, Subgrantee fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
3. Grantee may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Subgrantee, Subgrantee shall be paid for services performed to the date of termination in accordance with the terms of this Agreement. Subgrantee shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Subgrantee has no control.
4. Notwithstanding anything to the contrary herein, if state or federal funds that Grantee intended to use for payment under this Agreement are canceled, reduced, or otherwise made unavailable, or if the Grantee, for any reason, lacks sufficient funds to meet its payment obligations under this Agreement, Grantee shall have the right to immediately terminate this Agreement upon written notice to Subgrantee. In such an event, Grantee shall compensate Subgrantee for all services satisfactorily performed up to the date of termination in accordance with the terms of this Agreement, and Subgrantee shall have no further claims against Grantee due to such termination.
5. In the event this Agreement is terminated:
  - i. Subgrantee shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - ii. Grantee shall have full ownership and control of all such writings delivered by Subgrantee pursuant to this Agreement.
  - iii. Grantee shall pay Subgrantee the reasonable value of services rendered by Subgrantee to the date of termination pursuant to this Agreement not to exceed the amount documented by Subgrantee and approved by Grantee as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the A specified in this Agreement and further provided, however, Grantee shall not in any manner be liable for lost profits which might have been made by Subgrantee had Subgrantee completed the services required by this Agreement. In this regard, Subgrantee shall furnish to Grantee such financial information as in the judgment of Grantee is necessary to determine the reasonable value of the services rendered by Subgrantee. The foregoing is cumulative and does not affect any right or remedy, which Grantee may have in law or equity.

**II. TIME OF PERFORMANCE**

Services of the Subgrantee shall start the 2<sup>nd</sup> day of June, 2026 ends on the 30<sup>th</sup> day of June, 2027.

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**III. BUDGET**

**Homekey+ Scattered Site Development project**

Renovation/Installation Cost	\$1,398,826
Operating Reserve	\$196,042
Replacement Reserve	\$4,000
Project Contingency (10%)	\$216,923
Labor Compliance	\$25,000
Project Administration & Oversight	\$53,750
Grand Total	\$1,894,541

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 \$1,894,541. 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 the standard agreement 24-HK+-1867. 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.

**VIII. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Contractor is required to follow financial management procedures as listed in the HomeKey+ standard agreement as applicable.

B. Reporting and Payment Procedures

1. Program Income

No Program Income is anticipated.

2. 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.

**Ami Housing, Inc.**

By: \_\_\_\_\_  
Title Jennifer Price, CEO

**County of Nevada**

By \_\_\_\_\_  
Title: Health and Human Services Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
County Counsel