

**COUNTY OF NEVADA
AND
THE HUB FOR DIRECT COMMUNITY ACTION
FRIENDS OF PURDON CROSSING PROJECT**

GRANT AGREEMENT

This agreement ("Agreement") is made this 12th day of June, 2018, by and between the County of Nevada ("County") and The Hub for Direct Community Action ("Grantee").

RECITALS

- A. Grantee has participated in the Yuba River Public Safety Cohort meetings since 2017 and has provided free services to community that promote areas of health, law enforcement, and public safety at the South Yuba River Purdon Crossing for over four (4) years. The services have been made available to the public free of charge through community contributions and public grants that include but are not limited to providing and maintaining trash and recycling dispensers and portable bathroom facilities. The Yuba River Public Safety Cohort is a multi-agency workgroup that was formed for the purpose of coordinating public safety and law enforcement efforts at the South Yuba River. Specifically, the South Yuba River basin includes various jurisdictional boundaries that include Federal, State, local and private property owners that necessitate a coordinated strategy to promote public safety.
- B. Grantee has requested a one-time grant funding to assist in continuing to provide said services.
- C. Subject to the availability of grant monies, County proposes to grant a one-time fund to Grantee for the provision of provided free services to the community that promote areas of health, law enforcement, and public safety at the South Yuba River Purdon Crossing as it a) aligns with the Board's Priority A Objective to coordinate emergency protective actions to reduce fire hazard and promote forest health and watershed and b) meets the social needs of the population of the County, including but not limited to the areas of health, law enforcement, public safety and the needs of physically handicapped and aged persons.
- D. Approval of the grant would serve a direct and substantial public purpose in that it would result in numerous protections for the Project and promote public safety.

THEREFORE, the County and Grantee agree as follows:

1. Grant Funds.

Grant. The County of Nevada agrees to award Grantee the sum of \$ 12,145. ("Grant Funds").

A. Payment. Subject to the availability of County funds, County shall pay to Grantee the Grant Funds within thirty (30) calendar days of execution of this Agreement. County shall be not be responsible for funding additional costs or services provided outside the scope of the Project.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the County any unused Grant Funds.

C. Possible Reduction in Amount. The County may, in its sole discretion, reduce any Grant Funds that have not yet been paid by the County to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The County's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the performance of the Project, and shall not use the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project.

2. Grantee's Ownership of Personal Property. If Grantee purchases personal property with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Project. Any such purchase shall be the sole responsibility of the Grantee for all purposes, including but not limited to maintenance, repair, and replacement.

3. Grantee's Responsibility: This Agreement shall not be construed to mean that any real property purchased, agreed upon services, or other obligations and actions made by Grantee shall be owned, obligated or made the responsibility of the County.

4. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing Board, and the person executing this Agreement is duly authorized by Grantee's governing Board to execute this Agreement on Grantee's behalf.

5. Term. The term of this Agreement shall be from June 12, 2018 to June 30, 2019.

6. Termination. This Agreement may be terminated: (a) by mutual consent of

the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or,

(c) by the County immediately for Grantee's material failure to comply with the terms of this Agreement. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the County, and shall provide the County with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

7. Indemnification. Grantee 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 the Grant, or the Project. This provision shall survive termination of this Agreement.

8. 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.

9. 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.

10. 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 on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

11. Amendment. All amendments must be agreed to in writing by County and Grantee.

12. 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, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of County.

13. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California and shall be filed and maintained in the County of Nevada.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first hereinabove written.

COUNTY:

GRANTEE:

By:

By:

Nevada County
Ed Scofield
Chair, Board of Supervisors

The Hub for Direct Community Action
501c3
Laura Gerhart
Director
Date:

Date:

Approved as to form:

County Counsel

EXHIBIT A

GRANTEE'S PARTNERS UNDER CONTRACT:

Laura Gerhart
Director

The Hub for Direct Community Action

PO Box 1372

Cedar Ridge, CA 95924

530-615-1084

Email: thehubfdca@gmail.com

GRANT FUNDS:

Total Amount To Be Paid under Agreement:

\$12,145

NOTICES:

County:

Ryan Gruver

Chief Administrative Fiscal Officer

Health and Human Services Agency

950 Maidu Avenue

Nevada City, CA 95959

530-265-7226

Ryan.gruver@co.nevada.ca.us

Grantee:

Laura Gerhart

Director

The Hub for Direct Community Action

PO Box 1372

Cedar Ridge, CA 95924

530-615-1084

Email: thehubfdca@gmail.com