

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") made and entered into on _____, by and between the COUNTY OF SONOMA (hereinafter COUNTY), a political subdivision of the State of California and the City of Sebastopol, (hereinafter GRANTEE), a political subdivision of the State of California.

RECITALS:

WHEREAS, through funds originally designated in the COUNTY's FY23-24 Adopted Budget for infrastructure improvements in District 5, certain funds remain available for disbursement; and

WHEREAS, GRANTEE has proposed to undertake hiring a consultant to evaluate the feasibility of an Enhanced Infrastructure Financing District (EIFD) encompassing both the City of Sebastopol and Unincorporated West County and to assist the City with implementing the identified next steps should the study results determine that an EIFD is a feasible enterprise (the "Feasibility Study"); and

WHEREAS, GRANTEE has requested funding from COUNTY to support the hiring of the consultant for the Feasibility Study; and

WHEREAS, COUNTY's Board of Supervisors has determined that GRANTEE's proposed use of funds will serve neighborhood and public purposes, benefit the community and economy, and will meet the social needs of the population of COUNTY in accordance with Government Code Section 26227; and

WHEREAS, GRANTEE has represented that it is aware of and understands COUNTY's requirements for funding and the terms and conditions of this Agreement; and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement and approving the Grant.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. COUNTY shall provide GRANTEE the total sum of \$50,000 (hereinafter "Grant") to be used for the purpose stated in Section 2 below. GRANTEE shall provide a copy of the final professional services agreement, as referenced in Section 2, to the County Administrator's Office upon execution of the professional services agreement. Upon completion of the project, or following eligible expenditure of the full amount of this agreement, whichever occurs first, Grantee shall submit proof of payment, including invoices from the selected consultant, . These documents must be submitted no later than December 31, 2025, or GRANTEE will be required to reimburse any funds with which proof of expense and use has not been submitted to the County by this date. All unused funds must be returned to COUNTY.
2. GRANTEE shall use the Grant to execute a professional services agreement with a consultant to evaluate the feasibility of an Enhanced Infrastructure Financing District

(EIFD), develop an Infrastructure Financing Plan specific to any EIFD(s) created, and assist with implementing the identified next steps should the study results determine that EIFDs are a feasible enterprise. This work is required to include the full boundary of Sonoma County District 5 in the evaluation. This Agreement does not require that any or all of District 5 be included in a final EIFD(s) and does not commit the County of Sonoma to participation in any current or future EIFD.

3. GRANTEE agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of GRANTEE'S books, records, and financial statements upon COUNTY'S request and without prior notice.
4. GRANTEE warrants to COUNTY that the Grant shall be expended for only those purposes authorized herein and otherwise in accordance with all applicable laws and regulations.
5. GRANTEE agrees to submit copies of all documents required under Section 2 to the County Administrator's Office via email to CAO-budget@sonoma-county.org.
6. Indemnification:
 - a. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. GRANTEE's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at GRANTEE's expense, subject to GRANTEE's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for GRANTEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
 - b. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's performance hereunder.
7. Non-Discrimination: GRANTEE shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
8. Assignment/Delegation: GRANTEE shall not assign, sublet, transfer, or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
9. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this

agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10. Repayment: If GRANTEE fails to comply with the rules and requirements of the Grant as specified, then GRANTEE shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow GRANTEE to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that GRANTEE has taken action to ensure that the failure will not reoccur.
11. Conflict of Interest: GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. GRANTEE further covenants that in the performance of this contract no person having any such interest shall be employed.
12. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
13. Prevailing Wage. With respect to any portion of the Grant Project that constitutes the performance of a “public work” within the meaning of Labor Code section 1720, GRANTEE shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq. GRANTEE shall properly document such compliance, including registration of all covered contracts with the Department of Industrial Regulations. COUNTY shall have the right to inspect all documentation to confirm compliance with this section at any time up to 5 years from project completion.
14. AIDS Discrimination: GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
15. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
16. Contract Amendments: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to waive or amend Agreement requirements.
17. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original

agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

County Administrator, or designee,
authorized by the Chair, Board of Supervisors

DATE

City of Sebastopol

DATE

APPROVED AS TO FORM FOR COUNTY:

COUNTY COUNSEL