

## GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into as of February 25, 2025 (“Effective Date”), by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“COUNTY”) and COMMUNITY PARTNERS, on behalf of NAACP Santa Rosa-Sonoma County Branch and Health Action Together (collectively “GRANTEE”).

### RECITALS

WHEREAS, GRANTEE is opening a Community Wellness Hub in Santa Rosa to provide co-location for NAACP and Health Action Together and space for meetings, programming, and service delivery (“Proposed Project”); and

WHEREAS, GRANTEE has requested funding from COUNTY to support the rental/lease costs for the Proposed Project over a period of three years as described in Exhibit A to this Agreement (the “Grant Use and Purpose”); 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 further represents that it is authorized pursuant to its enabling statutes to develop the Proposed Project; 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:

### AGREEMENT

1. Recitals. That the foregoing Recitals are true and are incorporated herein by reference.
2. Funding Grant. COUNTY shall provide GRANTEE the total sum of \$100,000 (the “Grant”) for the “Grant Use and Purpose” stated in recitals and further described in Exhibit A. GRANTEE shall submit documentation to substantiate its funding request(s) to COUNTY for review and approval prior to disbursement of the Grant. All unused funds must be returned to COUNTY and any funds used for other than the expressly allowed Grant Use and Purpose shall be subject to immediate reimbursement by GRANTEE to COUNTY.
3. Grant Use and Purpose. Grant funds may only be used for the “Grant Use and Purpose” stated in the recitals. GRANTEE undertakes the Proposed Project at GRANTEE’S sole risk, expense, responsibility, and election, and COUNTY shall have no responsibility for or ownership of the Grant-funded items as a result of this Agreement.
4. Term. The Grant and the right to use the Grant (or any portion thereof) shall terminate should the Proposed Project cease operation prior to June 30, 2027. At such time, the Grant shall

terminate and any remaining amounts shall be subject to repayment to COUNTY and shall no longer be available to GRANTEE under this Agreement. Notwithstanding, the County Administrator, may in their sole discretion, allow for an extension of time to extend the availability of the Grant for good cause shown or other proper circumstance as determined by COUNTY. The provisions of Section 8 (“Indemnification”) shall survive expiration or termination of this Agreement.

5. Records. 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. Before expiration or termination of this Agreement, and no later than June 30, 2027, GRANTEE shall submit a complete record, including receipts, for how the Grant was spent, in accordance with the terms of this Agreement. GRANTEE shall maintain all records related to the Proposed Project and Grant for no less than five (5) years after expiration or termination of this Agreement.
6. Authorized and Lawful Use. 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.
7. Compliance. GRANTEE is responsible for understanding and shall comply with all laws and regulations applicable to the development of the Proposed Project, and use of the Grant, including the California Environmental Quality Act. GRANTEE shall obtain and comply with all applicable permits, licenses, and regulatory requirements for any related work and all aspects thereof. Approval of this Agreement and the Grant by COUNTY’s Board of Supervisors shall not be deemed to be a regulatory approval of any component of the Proposed Project.

Without limitation, to the extent GRANTEE uses or expends any Grant funds for any work, project, or activity constituting “public work” under applicable law (including under the California Labor Code), GRANTEE, and its contractors and subcontractors, shall comply with all applicable provisions of California’s Prevailing Wage Law and the Labor Code, including Sections 1720-1861, and all other related laws and regulations, regarding prevailing wages and related requirements.

For all activity constituting “public work” using any Grant funds, the following apply:

- 7.1. GRANTEE and its contractors and subcontractors shall ensure that all workers who perform work are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Two hundred dollars (\$200) shall be forfeited as penalty for each calendar day, or portion thereof, for each worker paid less than applicable prevailing wage rates. GRANTEE acknowledges and will comply with Labor Code section 1775.
- 7.2. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute work, as determined by Director of the State of California Department of Industrial Relations, are deemed included herein. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at [www.dir.ca.gov](http://www.dir.ca.gov). Prevailing wage requirements can also be found at Public Infrastructure’s Purchasing Department, located at 2300 County Center Dr., Suite A208, Santa Rosa, CA 95403. Said rates shall be posted at all public work job sites.

- 7.3. GRANTEE shall post (or cause the posting of) all required notices, including those required pursuant to 8 CCR 16451, and shall make them available to any interested party upon request.
- 7.4. Prior to commencement of work, GRANTEE shall contact the Division of Apprenticeship Standards. GRANTEE shall be responsible for compliance with Section 1777.5, 1777.6, and 1777.7 of the Labor Code and Title 8, Cal. Code of Regulations, Div. 1 Chapter 2.
- 7.5. Contractors and subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- 7.6. Payroll Records: All payroll record keeping, availability, certification, and confidentiality requirements set forth in Labor Code section 1776 and 8 CCR sections 16400 et seq. shall be complied with.
- 7.7. Accurate records of the work performed, as set forth in Labor Code Section 1812, shall be maintained.
- 7.8. All work is subject to the requirements of Title 8, Cal. Code of Regulations Div. 1, Chapter 8, Subchapter 4.5 (starting at 8 CCR § 16450), including the requirement to furnish certified payroll records directly to the Labor Commissioner and otherwise in compliance with 8 CCR § 16461, and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.9. In accordance with California Labor Code section 3700, GRANTEE is required to secure the payment of compensation of its employees and ensure the same by subcontractors and other third parties. By signing this Agreement, GRANTEE certifies awareness of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies they will comply (or cause compliance) with such provisions before commencing any work.
- 7.10. Eight hours labor shall constitute a legal day's work. Workers may not work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815 or as otherwise required by law. Twenty-five dollars (\$25) shall be forfeited as penalty for each worker employed in violation of the provisions of Labor Code sections 1810 et seq.
- 7.11. With regard to every contract, subcontract or other arrangement which GRANTEE may make for performance of such work or labor on work, GRANTEE shall comply with and/or cause compliance with all requirements specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860, including all requirements to insert required provisions in subcontracts and other third party contracts including provision that the contractor or subcontractor shall pay persons performing labor or rendering service under contract or subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

## 8. Indemnification.

- 8.1. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, defend, 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 relate to this Agreement and/or the Proposed Project, or to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' activities relating to this Agreement and/or the Proposed Project. 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.

- 8.2. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's activities relating to the Grant.
9. Non-Discrimination. GRANTEE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, COUNTY's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
10. 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.
11. 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 Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
12. Termination. At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to GRANTEE.
13. Repayment. If GRANTEE fails to comply with this Agreement, then GRANTEE shall, within ten days of receipt of notice of such failure, return as requested to COUNTY all amounts received.
14. 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 receipt or use of the Grant. GRANTEE further covenants that in the receipt and use of the Grant no person having any such interest shall be employed.
15. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

16. 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.
17. 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.
18. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. If GRANTEE is more than one entity, the obligations and liabilities under this Agreement of the named grantees shall be joint and several.
19. Extra or Changed Work. Extra or changed work or other 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 order extra or changed work or waive Agreement requirements. Failure of GRANTEE to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of this Agreement or to compensation whatsoever for the performance of any such work. GRANTEE further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

*[Remainder of Page Intentionally Blank – Signature Page Follows]*

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

COUNTY OF SONOMA

By \_\_\_\_\_  
County Administrator, authorized by the Board of Supervisors

APPROVED AS TO FORM

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

COMMUNITY PARTNERS

By \_\_\_\_\_  
Alicia Lara

\_\_\_\_\_  
Title

May 10, 2024

Dear Supervisor Hopkins,

As the NAACP Santa Rosa-Sonoma County branch continues to grow in Sonoma County, we are seeking to build out a community hub to allow for our services, programs, and events to have a place to fully develop and thrive.

Although our county has an abundance of rich resources, we lack in the availability and flexibility of communities' shared space for organizations to not only have a home, but a safe space to hold meetings, run programming, and to be able to offer services.

After long and careful consideration, we feel it is important for us to partner with Health Action Together as both organizations have a shared desire to expand safe space and place for those in the community as well. The goal is to create a community hub for both of our organizations and other partners, to have a space where we can do all of the things we continue to dream about in service of our community and constituents.

Health Action Together is committed to ending health and social inequities in Sonoma County by ensuring people most impacted by racism are driving our efforts. This means Black, Indigenous, People of Color (BIPOC), and immigrant and undocumented community members. As Health Action Together continues to grow, engage, convene, build & foster relationships with the communities most often excluded from decision-making (*as identified in [Portrait of Sonoma 2021 Update](#)*), sharing space with the NAACP Sonoma Branch makes sense because these are the communities HA Together must center to co-design systems that truly serve every person in Sonoma County.

We have identified a shared space in downtown Santa Rosa on 4th Street just off of the main bus line with parking room for both of our organizations, the first of its kind community hub.

The annual cost to rent this space will fall just under \$100,000. Health Action can contribute \$15,000 annually, our branch can contribute \$5,000 annually, and we are looking to you and your colleagues to help us close an additional portion of that. We would like to request a total contribution of \$30,000 annually for the next three years from the Board of Supervisors and have identified a few combinations:

- An annual contribution from each district of \$6,000 each.
- An annual contribution from four districts of \$7,500 each.
- An annual contribution from three districts of \$10,000 each.

We have been working with the Peter E. Haas Jr. Family Fund, who has agreed to support the sustainability of this lease at \$50,000 annually for the next three years.

With this endeavor in mind, our branch is working diligently to identify other financial partners and fundraising goals for sustainability beyond the first 3 year term. We hope you and your team may decipher an annual contribution to this rental cost to ensure our NAACP Santa Rosa-Sonoma County Branch in addition to Health Action Together can co-create this Community Wellness Hub and continue our efforts to offer advocacy, education, case management and community support that the county is not and has historically not been able to hold.

In witnessing the board's ongoing attention to the racial equity issues and initiatives within our county, investment in this unprecedented wellness hub would signal a tangible step to begin to address the generational equity gaps and life outcomes that were uncovered in the 2021 Portrait of Sonoma.

We look forward to your response, thoughts, and more importantly continued investment with community partners to help our Sonoma County constituents thrive.

In Community,

Kirstyne Lange  
President, NAACP Santa Rosa - Sonoma County

Adriana Arrizon  
Executive Director, Health Action Together