



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

DATE: June 26th, 2025

TO: Board of Commissioners

FROM: Jim Kruse, Executive Director

SUBJECT: Action Item #12: Consider Ratifying and Approving Stanislaus Regional Housing Authority Applying for and Entering into an Agreement for the Award of Regional Early Action Planning 2.0 Funding for the Foothill Terrace Development in Calaveras County.

PREPARED BY: Kim Ryan, Deputy Executive Director

RESOLUTION NO: 24-25-19

RECOMMENDTION:

Staff recommends approving the Resolution and ratify the execution of the Regional Early Action Planning 2.0 (REAP) agreement between the Stanislaus Regional Housing Authority (Housing Authority) and Calaveras County.

SUMMARY

The Housing Authority applied for REAP funding with Calaveras County for the Foothill Terrace development in San Andreas, CA. To meet the County’s timeline for board approval, the Housing Authority entered into a REAP agreement with the County of Calaveras. The Calaveras Board of Supervisors awarded \$1,558,296 to be used for predevelopment costs for the project.

Budget Items	Funds Proposed FY 2025/26
Architectural	\$195,000
Engineering	\$50,000
Permit fees	\$138,264
Sewer Connection fees	\$111,981
Public Work fees	\$134,576
Plan Review Fees	\$2,775
Appraisal	\$10,000
Environmental	\$6,500
Legal/Consultant costs	\$80,000
Finance fee	\$74,200
Land	\$677,000
PG&E (Engineering)	\$78,000
Total Cost	\$ <u>1,558,296</u>



The Foothill Terrace project is a proposed 26 small home development for families. The plans are to construct one- and two-bedroom homes for rent and/or possibly for sale, depending on the project feasibility.

The property is approximately 7 acres located at the end of Foothill Court in San Andreas CA. The development sets adjacent to a residential area and elementary school. The property had already been improved with water and sewer infrastructure when the Housing Authority purchased the property in 2017 for approximately \$677,000. REAP funds can be used to reimburse the purchase amount.

Fiscal Impact:

Housing Authority to be reimbursed for the purchase cost of approximately \$677,000 for land purchase and \$195,000 for Architectural and Engineering fees.

ATTACHMENTS:

1. Resolution No. 24-25-19
2. Draft REAP 2.0 Funding Agreement



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

RESOLUTION NO. 24-25-19

**RESOLUTION RATIFYING AND APPROVING STANISLAUS REGIONAL HOUSING AUTHORITY
APPLYING FOR AND ENTERING INTO AN AGREEMENT FOR THE AWARD OF THE
REGIONAL EARLY ACTION PLANNING 2.0 FUNDING FOR THE FOOTHILL TERRACE
DEVELOPMENT IN CALAVERAS COUNTY.**

WHEREAS, Stanislaus Regional Housing Authority (Authority) desires and proposes to construct 26 homes in Calaveras County located at 475-574 Foothill Terrace, San Andreas CA, known as Foothill Terrace;

WHEREAS, the Authority applied for the Calaveras County’s Regional Early Action Planning 2.0 (REAP 2.0) funding and was awarded REAP funding for the Foothill Terrace development. To meet the County’s timeline for board approval, the Authority entered into a REAP 2.0 agreement with the County of Calaveras; and

WHEREAS, the award is in the amount of One Million Five Hundred Fifty-Eight Thousand Two Hundred and Ninety-Six dollars (\$1,558,296) for predevelopment cost; and

WHEREAS, the Executive Director is authorized to take all necessary action to execute funding related agreements; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Stanislaus Regional Housing Authority,

1. The application and execution of the Calaveras County REAP 2.0 agreement is ratified; and
2. The Executive Director is the designated Contract Officer and is authorized to execute the aforementioned contracts, after legal review, and to act on behalf of the Authority during the administration of these contracts.
3. This Resolution shall take effect retroactively effective date of the REAP agreement.

DULY AND REGULARLY ADOPTED by the Board of Commissioners of Stanislaus Regional Housing Authority this 26th Day of June 2025. On a motion by _____, seconded by _____, and on the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Approved: _____
Chairperson

Attest: _____
Secretary

AGREEMENT

Administering Agency: Calaveras County – Economic & Community Development Department

Grant Award Allocation No. REAP 2.0 2025-1

Description: Regional Early Action Program 2.0 (REAP 2.0 2.0) – Competitive Grant Program

THIS AGREEMENT (“Agreement”) is made in San Andreas, California, by and between the County of Calaveras, a political subdivision of the State of California ("County"), and Stanislaus Regional Housing Authority ("Grant Recipient"). County and Grant Recipient shall collectively be referred to as “Parties.”

1. **Use of Funds:** Grant Recipient agrees to use the County of Calaveras’s Regional Early Action Planning 2.0 (“REAP 2.0 2.0”) 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 2.0 Fund expenditure requirements and in the manner and for the purposes set forth in Exhibit A.
2. **Grant Fund Allocation** County shall allocate REAP 2.0 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 2.0 Funding shall not exceed \$1,558,296.00.**
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 June 30,2026. Completed invoices are to be submitted to the County no later than March 31, 2026 and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of: June 30,2026.**
4. **Prevailing Wage** The services described herein and performed by Grant Recipient pursuant to this Agreement may be considered “public works” as defined by California Labor Code section 1720 et seq. 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.
5. **Separate Accounting:** To the extent that Grant Recipient is performing other projects for the County at other locations and pursuant to other agreements, the Grant Recipient shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.

6. **Expense Reimbursement:** Grant Recipient shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B.

No funds paid to Grant Recipient through this Agreement shall be utilized to compensate employees of Grant Recipient for overtime or compensatory time off, except to the extent that Grant Recipient is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

7. **Overpayment:** If County overpays Grant Recipient for any reason, Grant Recipient agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Grant Recipient under this Agreement or any other Agreement.

8. **Billing:** On a monthly basis, and not more frequently than monthly, the Grant Recipient shall submit invoices to the County, no later than the tenth (10th) of the month for the preceding month. The billing period shall be the first day of the month through the last day of the month, without exception. If requested by the County, the Grant Recipient shall provide any further documentation it has or can reasonably generate to verify the compensation and reimbursement sought by the Grant Recipient. Grant Recipient shall submit to County a written invoice. Invoicing shall be consistent with Exhibit B.

Within 10 business days of receipt of the Grant Recipient's detailed invoice, the County Contract Manager shall review invoices for acceptance to which the County Contract Manager shall immediately notify Grant Recipient of any discrepancies. Grant Recipient and the County Contract Manager shall work in good faith to resolve such discrepancies within 10 business days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, the Grant Recipient shall submit a revised invoice for payment.

All invoices shall include:

- a) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget; and
- b) A simplified worksheet that explains how salary charges on invoices were calculated and list employees by name, position, location, and amount charged.

13. **Funding Availability:** It is mutually agreed that the services and compensation received by County and Grant Recipient pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, or if the County budget does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Grant Recipient or to furnish any other such considerations under this Agreement, and Grant Recipient shall not be obligated to perform any provisions of this Agreement. Grant Recipient's assumption of risk of possible non-appropriation of funds is part of the consideration for this Agreement. County budget

decisions are subject to the discretion of the Board of Supervisors. The County agrees to inform Grant Recipient no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Grant Recipient arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

14. **Termination And Severability:** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the breaching party of such breach in writing, describe the breach, and demand that it be cured within 15 calendar days of receipt if the breach is not cured within 15 calendar days of the notice of breach (or any such longer period as may be specified in the notice or otherwise agreed to by the parties), the party that gave notice of breach may unilaterally terminate this Agreement by sending the breaching party notice of termination. The date of termination in this event shall be 15 calendar days after the notice of termination. A party's exercise of the notice and termination rights authorized by this Section shall in no way operate as a waiver or forfeiture of the party's right to seek and recover damages from the breaching party for the breach of this Agreement.

For any other reason other than a breach or failure to perform (which are discussed in the subsection above), either party may unilaterally terminate this Agreement for any reason at any time during its term, by giving 15 calendar days' advanced written notice to the other party. The date of termination for this purpose shall be 15 calendar days after notice of termination.

15. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
16. **Insurance Requirements:** Grant Recipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Grant Recipient, its agents, representatives, or employees. Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Grant Recipient has no owned autos, Code 8 (hired) and 9 (non-owned), with

limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if Grant Recipient provides written verification, it has no employees.)**

Professional Liability: (Errors and Omissions) Insurance appropriate to the Grant Recipient's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grant Recipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grant Recipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this Agreement, the Grant Recipient's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Grant Recipient's insurance and shall not contribute to it.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation: Grant Recipient hereby grants to County a waiver of any right to subrogation which any insurer of said Grant Recipient may acquire against the County by virtue of the payment of any loss under such insurance. Grant Recipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Grant Recipient to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grant Recipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Grant Recipient shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Grant Recipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Sub Grant Recipients: Grant Recipient shall require and verify that all sub Grant Recipients maintain insurance meeting all the requirements stated herein, and Grant Recipient shall ensure that County is an additional insured on insurance required from sub Grant Recipients.

Retentions: Retentions must be declared to, and are subject to, the approval of the County's Director of Risk Management.

Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

17. **Records examination and audit requirements:** In accordance with Government Code Section 8546.7, Grant Recipient shall permit State or Federal agencies to audit, inspect and copy all records, notes, and writings of any kind in connection with the services provided by Grant Recipient under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Grant Recipient shall supply copies of any records related to the services provided by Grant Recipient under this Agreement to

County. Failure to provide the documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

All records, documents, and general correspondence relating to the project in possession of the Grant Recipient shall be retained by the Grant Recipient for a minimum of three years from the date of project completion.

18. **Ethics and standards of conduct:** This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Grant Recipient shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Grant Recipient, may terminate this Agreement if it is found that gratuities were offered or given by Grant Recipient with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Grant Recipient as it could pursue in the event of the breach of the Agreement by Grant Recipient.

19. **Non-discrimination in services and benefits:** Grant Recipient certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

20. **Nondiscrimination in employment:** Grant Recipient shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Grant Recipient or recipient of services contemplated to be provided or provided under this Agreement, because of race,

ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

21. **License and permits:** Grant Recipient shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Grant Recipient shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.
22. **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.
23. **Time for Performance** Time is of the essence. Failure of Grant Recipient to submit completed invoices to the County on or by March 31, 2026, and/or failure to complete the improvements 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 approved scope of work 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 by law, shall serve as a basis upon which the County may elect to immediately suspend REAP 2.0 Fund payments, or terminate this Agreement, or both without notice.
24. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, Grant Recipient agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend and indemnify, hold harmless, and release County and its elected representatives, officers, officials, agents, employees, and volunteers from and against any and all actions, claims, damages, liens, demands, losses, liabilities, disabilities, expenses, or defense costs (including without limitation costs and fees of litigation), of any kind or nature, that may be asserted by any person or entity, including Grant Recipient, that arise out of, pertain to, or relate to Grant Recipient’s or its agent’s, employees’, contractors’, subcontractors’, sub-recipient’s, or invitees’ performance or obligations under this Agreement. Grant Recipient agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Grant Recipient’s performance or obligations under this Agreement. Grant Recipient’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 sole negligence or willful misconduct. If such indemnification becomes necessary, County Counsel for the County shall have the absolute

right and discretion to approve or disapprove of any and all counsel employed to defend the County. 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 Grant Recipient or its agents under Workers' Compensation Acts, Disability Benefits Acts, Prevailing Wage, or other Employee Benefit Acts. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. This indemnification clause shall survive the termination or expiration of this Agreement.

25. **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.
26. **Political Activities** Grant Recipient shall in no instance expend funds or use resources derived from this Agreement on any political activities.
27. **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.
28. **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 Calaveras County employment in accordance with County Personnel Code.

Grant Recipient shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

Grant Recipient 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 Grant Recipient's obligations and responsibilities hereunder. Grant Recipient further covenants that in the performance of this Agreement, Grant Recipient will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Grant Recipient completes performance of the services required of it under this Agreement.

Grant Recipient agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict-of-interest law or regulation, Grant Recipient will

immediately inform County and provide all information needed for resolution of the question.

29. **Covenant against contingent fees:** Grant Recipient warrants that it has not employed or retained any company or person, other than a bona fide employee working for Grant Recipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
30. **Status of Grant Recipient:** It is understood and agreed by all the parties hereto that Grant Recipient is an independent entity, and that no relationship of employer-employee exists between the County and Grant Recipient. Neither Grant Recipient nor Grant Recipient's assigned personnel shall be entitled to any benefits payable to employees of the County. Grant Recipient hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Grant Recipient nor Grant Recipient's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Grant Recipient nor Grant Recipient's assigned personnel shall have any right to bind the County to any obligation whatsoever.

It is further understood and agreed by all the parties hereto that Grant Recipient must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Grant Recipient's assigned personnel.

31. **Public Records Act:** Upon its award, this Agreement shall be subject to disclosure pursuant to the California Public Records Act.
32. **Additional Provisions:** Any waiver of or failure by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by this Agreement to the County shall not be deemed to be a waiver of any additional or subsequent right conferred to the County by this Agreement or of any other term, covenant or condition of this Agreement by the County.

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void,

both Parties shall be relieved of all obligations arising under such provision. The remainder of this Agreement shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

There are no third-party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

33. **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.

34. **Amendment:** Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

The Purchasing Agent shall have the authority to approve modifications to the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided there is no increase to the total compensation as set forth in Section 2 of this Agreement. Any modification that results in an increase to the total compensation may only be made upon approval of the appropriate authority as determined by County Purchasing Code and by written instrument signed by both Parties.

35. **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.

36. **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 Calaveras, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

37. **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.

38. **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

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

- 39. **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 CALAVERAS
Economic & Community
Development
ATTN: Kathy Gallino
Address: 891 Mountain Ranch Rd.
San Andreas, CA 95249
Phone: 209-754-6742
Email: KGallino@calaverascounty.gov

GRANT RECIPIENT
Stanislaus Regional Housing Authority
ATTN: CEO/Executive Director
Address: PO Box 581918
Modesto CA 95358
Phone: (209)557-2002
Email: jkruse@stanregionalha.org

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 CALAVERAS:

By: _____

Date: _____

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

By: _____
Supervisors

Date: _____ Attest: Clerk of the Board of

GRANT RECIPIENT: Stanislaus Regional Housing Authority

By: 

Name: Jim Kruse

* Title CEO

Date: 6/10/2025

****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. TBD Copy of Competitive Grant Proposal Received in response to NOFA

EXHIBIT A PURPOSE AND USE OF FUNDS

Grant Recipient agrees to use the County of Calaveras’s Regional Early Action Planning (“REAP 2.0”) 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, “Foothill Terrace Housing project” provided to cover those costs identified in the submitted Proposal received from this Entity which is attached hereto and incorporated herein as Exhibit C. 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.

Budget Items	Funds Proposed FY 2025/26
Pre Development/Infrastructure/ Fee Expenses	\$1,558,296.00
Total Cost	\$1,558,296.00

*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 September 1, 2025.
- 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 grant recipient. 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 2.0 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: \$1,558,296.00

Payment Schedule:

Budget Items	Funds Proposed FY 2025/26
Architectural	\$195,000
Engineering	\$50,000
Permit fees	\$138,264
Sewer Connection fees	\$111,981
Public Work fees	\$134,576
Plan Review Fees	\$2,775
Appraisal	\$10,000
Environmental	\$6,500
Legal/Consultant costs	\$80,000
Finance fee	\$74,200
Land	\$677,000
PG&E (Engineering)	\$78,000
Total Cost	<u>\$ 1,558,296</u>

Billing and Payment

The Grant Recipient 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 Calaveras Economic & Community Development
891 Mountain Ranch Rd., Building E
San Andreas, CA 95249
Contact Person: Kathy Gallino, Director email:
KGallino@calaverascounty.gov

The County shall review invoices within ten (10) business days and notify the grant recipient 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 \$1,558,296.00 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).

Remainder of page left intentionally blank

**CALAVERAS COUNTY REGIONAL EARLY ACTION PROGRAM (REAP)
2.0 GRANT NOTICE OF FUNDING AVAILABILITY (NOFA) AND
COMPETITIVE GRANT PROGRAM (CGP)**

Deadline: _____

Applicant(s): Foothill Terrace LP (Stanislaus Regional Housing Authority and Great Valley Housing Development Corporation)

Project Name: Foothill Terrace Homes

Instructions:

Please complete the Calaveras County **Competitive Grant Program (CGP)** application by submitting the following to Calaveras County by _____2025, to be considered for an award:

1. A completed CGP application along with all required supporting documents within the application period.
2. If your organization is a governmental agency please fully executed Government Agency Taxpayer ID Form (<https://business.ca.gov/wp-content/uploads/2021/09/Government-Agency-Taxpayer-ID-Form-1.pdf>).
3. If your organization is a non-governmental entity please provide a W-9 Form with application submittal (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>).

All applications must be submitted electronically to Calaveras County by email to KGallino@calaverascounty.gov. No hard copies will be accepted.

Calaveras County Contact:

Kathy Gallino, Director
Economic & Community Development
209-754-6742
KGallino@calaverascounty.gov

A. Background:

This application to the County of Calaveras is for promoting the construction of low to moderate income housing by providing predevelopment funding authorized by the California Department of Housing and Community Development (HCD) Regional Early Action Planning (REAP 2.0) grant received by the County. The REAP 2.0 program focuses on integrating housing opportunities and lowering vehicle miles travelled (VMT) reduction goals, by allowing for broader planning and implementation investments, including infrastructure investments supporting housing development in infill areas. Total available REAP 2.0 funds are approximately \$1,747,972

This funding is intended to accelerate housing production and facilitate compliance with the 6th Cycle Regional Housing Needs Assessment (RHNA).

The application for the Competitive Grant Program (CGP) is available to eligible housing developers and sewer/water utility districts for promoting the construction of low to moderate income housing of households earning 80-120% of area median income (AMI) as defined by HCD at the following link: <https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/income-limits-2024.pdf> (please note income limits are updated annually ensure the most current data is utilized).

The goal of this competitive program is to provide Calaveras County with an opportunity to assist in mitigating housing development costs by providing predevelopment funding. All projects or programs must achieve all REAP 2.0, objectives, and pass the scoring criteria. Full guidance and requirements for this grant program can be found in the final guidelines located at the following link: <https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/reap/tr-reap-2-0-final-guidelines.pdf>

B. GCP Goals, Objectives, and Example Projects

REAP 2.0 Funding Program Goals:

Invest in housing, planning, and infill housing, and infrastructure across the entire state in a manner that reduces VMT, increases housing affordability, and advances equity, consistent with all of the following:

- Advances the State Planning Priorities, as described in [Section 65041.1](#) of the Government Code;
- Affirmatively Furthering Fair Housing;
- Facilitating Housing Element compliance and progress for the sixth cycle RHNA;
- Advancing and implementing the County's housing needs.

REAP 2.0 Funding Program Objectives:

- Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability;
- Affirmatively Furthering Fair Housing (AFFH); and
- Reducing Vehicle Miles Traveled (VMT)

To apply for project funding, all sections of this application, including attachments, must be complete and accurate. An eligible applicant may submit multiple applications through the final due date for eligible projects and activities until it has reached its funding maximum.

Example Projects:

Example project categories include the following. These are examples only, and proposed projects falling under the general project categories below must be shown to significantly achieve the scoring criteria in Section F of this application to be approved for funding.

- Projects or programs leading to affordable housing development and unit production or preservation;
- Affordable Housing development where predevelopment costs are necessary (e.g., studies, land acquisition, entitlements, site preparation/grading, demolition activities, infrastructure improvements, etc.) to ensure project viability;
- Upgrading infrastructure for sewer, water, and dry utility systems that may serve affordable infill housing;
- Reductions to barriers to higher density housing, buildings with four or more units, and accessibility;
- Project that increase public transit services, access, and ridership;
- Completing environmental clearance to eliminate the need for project-specific review for Infill development that facilitates housing supply, choice, and affordability.
- Enhancing pedestrian and bicycling safety measures;
- Other Eligible Activity consistent the program guidelines.

Ineligible Uses of Funds (include but are not limited to):

- Roadway or highway capacity increases;
- Advocacy work (direct lobbying for specific bills or local propositions);
- Bonus payments of any kind;
- Ceremonial expenses;
- Commission fees;

- Real estate brokerage fees or expenses;
- Services, materials, or equipment obtained under any other state program;
- Stewardship of legal defense funds;
- General meetings that do not specifically discuss or advance implementation of awarded REAP 2.0 funds;
- Using funds for mitigation activities already mandated by local or state governing bodies or agencies;
- On-going expenses (e.g., routine maintenance or operations of transportation infrastructure associated with transit service expansion);
- Costs associated with automobile or motorcycle parking (excluding EV charging infrastructure).
- Proposed Uses with a surface parking component are not eligible;
- Costs associated with infrastructure related to fossil fuels, including connections to natural gas infrastructure;
- Costs associated with on-going provisions of internet service;
- In lieu fees for local inclusionary Housing programs;
- Organizational membership fees;
- Street construction or repair to benefit vehicular traffic;
- Other items unrelated to the REAP 2.0 Program or application

C. Timeline

Below is a tentative schedule and is subject to change.

- March 2025: Calaveras County Board of Supervisors approves final CGP Program guidelines and project scoring criteria.
- April 2025: Project NOFA & CGP announced and applications are received.
- April 31, 2025: Project applications reviewed, evaluated/scored, and list of prioritized projects from eligible applicants presented to Calaveras County Board of Supervisors for approval.
- May 2025: approved applicants are notified and funding agreements executed.
- March 31, 2026: All funded projects and activities must be invoiced completed.

D. Special Conditions

All projects shall comply with applicable building standards related to severe fire hazard risk areas pursuant to Chapter 7A (SFM), MATERIALS AND CONSTRUCTION METHODS FOR EXTERIOR WILDFIRE EXPOSURE of the California Building Code, The Subdivision Map Act, and the Board of Forestry and Fire Protection's California Forest Practice Rules. Awardees shall

comply with the wildfire protection requirements of the California Building Standards Code per the Office of the State Fire Marshal. Grant Recipient shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras and all other appropriate governmental agencies to provide agreed upon services.

Applicants must agree to fully execute and comply with the County grant award subrecipient agreement presented in Attachment 1.

These funds are targeted toward the construction of housing for residents earning between 80 and 120% of AMI as defined in construction for both rental and homeownership opportunities.

This program requires that all prevailing wage requirements for public projects are met as required by California Labor Code. <https://www.dir.ca.gov/public-works/prevailing-wage.html>.

E. Applicant Information and Application Details - Note not all sections in the table below may apply to the particular project being submitted. Place N/A in those areas that are not applicable.

Description: Participation Request - Grant/Award/Funding Type	REAP grant		
Application Deadline			
Project Name	Foothill Terrace Homes		
Address/es or APN/s	042-046-001;042-046-011;042-046-009; 042-046-010;042-046-008;042-046-007; 042-046-006;042-046-005;042-046-002; 042-046-004;042-046-003;042-011-013		
Primary Developer/Applicant Legal Name	Foothill Terrace LP		
Contact Name	Kimberly Ryan and Mary Ramirez		
EIN/TIN	Stanislaus Regional HA 94-6003023 Great Valley Housing 77-0526246		
Contact Email and Phone	kryan@stanregionalha.org ; mramirez@stanregionalha.org		
List All Other Entities with Financial Obligation in this Project			
Committed Capital Sources			
Total Number of Units	26		
Level of Affordability	Number of Proposed Units		
Very Low Income (50% AMI)			
Low Income (80% AMI)	5 Estimated		
Moderate (120% AMI)	21		
Qualifies towards County's RHNA obligations?	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>

Current level of readiness/stages completed

Property Due Diligence completed?	YES	<input checked="" type="checkbox"/>		NO		
Land in contract? Owned? Donated?	Yes					
Entitlements completed and in effect (not expired)?	YES	<input checked="" type="checkbox"/>		NO		
CEQA exempt? Environmental Still Needed? Completed?						
Pro forma completed?	YES	<input checked="" type="checkbox"/>		NO		
Other information demonstrating project readiness: Approved plans are on file with the County Planning Departments.						

Experience

Development of affordable housing or mixed-income housing projects of at least 10 units in the past 10 years

Completed at least 1 project?	YES	<input checked="" type="checkbox"/>		NO		
Completed 3 or more projects?	YES	<input checked="" type="checkbox"/>		NO		
Completed project(s) in the region?	YES	<input checked="" type="checkbox"/>		NO		
Completed project(s) in Calaveras County?	YES			NO	<input checked="" type="checkbox"/>	

Demonstrated ability to operate and maintain completed real estate projects, including sustaining occupancy and maintaining site operations and character

Project Name	Location	Years in Operation
See attached Project Listing		

Demonstrated willingness to work cooperatively with the community in the design and development of projects, as well as the long-term management of projects

Provide Example: Stanislaus Regional Housing Authority collaborates with various City's and County and completed construction projects throughout Stanislaus County and currently working with Tuolumne County for a 56-unit Apartment complex and own' and manages a 10-unit apartment complex. Additionally, the Housing Authority administers the Housing Choice Voucher program for Amador, Inyo, Mariposa, Tuolumne, Calaveras, Stanislaus, Mono and Alpine.

Designation as a Community Housing Development Organization through HUD?

Great Valley Housing Development Corporation	YES	<input checked="" type="checkbox"/>		NO		
--	-----	-------------------------------------	--	----	--	--

If applicant has current projects in Calaveras County, are reports and inspections current?

N/A	YES	<input type="checkbox"/>		NO		
-----	-----	--------------------------	--	----	--	--

Financial

Estimated Project Costs

Land Acquisition	\$677,000
Construction & other hard costs	\$6,132,490
Architecture/engineering, permits and fees, construction loan interest & other soft costs	\$1,590,371
Developer overhead and fees	\$266,630

Capitalized reserves	
Other:	

All Funding Sources (i.e., tax credits, state or federal grants or loans, conventional debt)	Amount	Award Date (or estimated)	Use of Funds (i.e., site acquisition, construction costs)
Bank Financing	7,038,195	July 2025	Construction
Calaveras County	1,558,296	June 2025	Pre Development/Infrastructure/ Fee Expenses

Demonstrated ability to successfully finance affordable housing or mixed-income housing developments in the past 10 years					
Financed at least 1 project?	YES	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>
Financed 3 or more projects?	YES	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>
Financed project(s) in the region?	YES	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>
Financed project(s) in Calaveras County?	YES	<input type="checkbox"/>		NO	<input checked="" type="checkbox"/>
Demonstrated ability to attract leverage funds and qualify for other subsidized funding sources					
Housing tax credits and bond financing	YES	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>
Multi-Family Housing Program/Affordable Housing Program (MHP and AHP)	YES	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>
Federal funds (HUD, USDA, etc.)	YES	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>
State funds (HCD, etc.)	YES	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>
Nonprofit or private sources of funds	YES	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>
List specific funding programs used in past five years: Tax Credit State and Federal, CalHFA MIP, Bond Financing, HCD – NPLH – OMS, Traditional Financing, PLHA, MHSA, DDS, HOME, CDBG, HHIP, Federal Appropriation.					

Please attach any documents or additional information supporting your responses (i.e., pro forma, grant award letters, etc.)

If your organization is partnering with additional agencies, jurisdictions, or community-based organizations for this project, please list them here and identify their roles.

Partner Name: Stanislaus Regional Housing Authority _____ Role: Managing General Partner _____

Partner Name: Great Valley Housing Development Corporation _____ Role: General Partner _____

Project Description

Please provide a short summary of your project including the major deliverables and a summary of estimated project costs.

Foothill Terrace is a proposed 26-unit development comprising of one-bedroom homes for sale. The estimated budget for the project is \$8,600,000 which includes Construction, Architectural, Engineering,

Permits, Soft Costs and Financing Costs.

Project Schedule and Budget

All tasks, budget amounts, dates and deliverables should be included under one line item. Do not add additional rows to the table below. Indicate what tasks will be completed by the consultant and include dates for draft and final deliverables, if applicable. Budget must account for the full amount which the jurisdiction is eligible to apply. Include project location(s). All tasks and spending must be completed by March 31, 2026.

Tasks	Budget	Start Date	End Date	Description and Deliverables
Architectural	\$195,000		Completed	Plans submitted for review
Engineering	\$50,000	8/1/25	9/15/25	Site engineering
Permit fees	\$138,264	8/1/25		Fees & Permits
Sewer Connection fees	\$111,981	8/1/25		Fees & Permits
Public Work fees	\$134,576	8/1/25		Fees & Permits
Plan Review Fees	\$2,775	8/1/25		Fees & Permits
Appraisal	\$10,000	7/1/25		Financing requirement
Environmental	\$6,500	7/1/25		CEQA and/or Phase I requirements
Legal/Consultant costs	\$80,000		Completed	Land acquisition and finance consulting
Finance fees	\$74,200	9/1/25		Construction financing
Land	\$677,000		Completed	Includes land, streets, sidewalks, utilities & sewer.
PG&E (Engineering)	\$78,000	9/1/25		Engineering
Total:	\$1,558,296			

F. Project Objectives

Please respond to the following questions demonstrating how your projects fulfil each REAP 2.0 funding objective.

Objective 1: Accelerating Infill Development that Facilitates Housing Supply, Choice, and

Affordability

Throughout this application, the following definitions for “Accelerating Infill” and “Infill” apply:

“Infill,” for the purposes of this program, means areas where all the following apply: (1) the area consists of unused or underutilized lands (2) within existing development patterns (3) that is or will be accessible to destinations and daily services by transit, walking, or bicycling. Explain how the project is located in an eligible infill area as indicated by the definition above. Include the address(es) of the project area(s), satellite map (Google Maps or similar) of the project site(s) including surrounding parcels so County can verify that the project is not adjacent to natural or agricultural lands and is in an appropriate infill site. If a zoning map is available to show the project location and associated land use designation, that will help assist in confirming the project is in an eligible infill area.

1. Explain how the project accelerates infill development (see definition above) near jobs and other key destinations to support housing choice and affordability that effectively reduces VMT and greenhouse gas emissions. (100-word maximum)

The project is construction ready which accelerates infill development near jobs and key destinations to support housing choice and affordability by concentrating development in established areas, reducing the need for long commutes and associated vehicle miles traveled (VMT), ultimately lowering greenhouse gas emissions. This strategy promotes more compact and walkable communities, making it easier for residents to access jobs, shopping, and other amenities, reducing the reliance on individual vehicles.

2. How does the location of the project support infill development and affordable components that service low- and moderate-income households? (100-word maximum)

Foothill Terrace’s location can support infill development and affordable housing components by being situated in an area that already has infrastructure, services, and amenities, making it easier and less costly to develop new housing, including affordable housing. Specifically, infill development within existing urban areas leverages existing infrastructure to reduce costs and environmental impact, while also supporting community connectivity and reducing sprawl. The reduced costs allow low- and moderate-income individuals to participate in homeownership opportunities.

3. How does the project support affordable housing development programs – which may involve predevelopment costs (studies, land acquisition, entitlements, etc.), that accelerate the supply of long-term affordable housing for lower and moderate-income households? (100-word maximum)

Foothill Terrace supports affordable housing by providing funding, incentives, and streamlined processes to help cover purchase costs such as inspections, downpayment assistance and alternative homeownership financing structures. Reduced construction/fee costs and non-profit ownership allow new homes to be sold at reduced market rate pricing making the units more affordable to low- and moderate-income buyers.

Objective 2: Affirmatively Furthering Fair Housing (AFFH)

“Affirmatively Furthering Fair Housing,” pursuant to Government Code section 8899.50 means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, Affirmatively Furthering Fair Housing means taking meaningful actions that, taken together, address significant disparities in Housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with Civil Rights and Fair Housing Laws.

1. Explain how the project combats discrimination, overcomes patterns of segregation, and fosters equitable and inclusive communities? (100-word maximum)

Foothill Terrace housing development combats discrimination and fosters inclusion through utilizing fair lending practices, affirmative duty to further fair housing, and by promoting inclusive design. These practices aim to ensure equal access to housing opportunities for all, regardless of race, color, religion, sex, national origin, familial status, or disability. The proposed units will be constructed using inclusive design standards and will be marketed adhering to fair housing standards. Home ownership financing designed for low income and first-time home buyers will be offered as well as home ownership counseling courses.

2. Explain how the project supports regional and local efforts to work toward ensuring all people have full and equal access to opportunities enabling them to lead healthy lives? (100-word maximum)

Foothill Terrace contributes to regional and local efforts to ensure equitable access to opportunities and healthy lives by providing a stable foundation for individuals and families. This supports local economies, reduces segregation, and promotes access to essential services, all of which are critical for thriving communities. Affordable housing can increase disposable income, allowing residents to allocate more of their resources to other needs and opportunities, like education, childcare, or healthcare. Fair housing policies, including those supported by housing projects, can help reduce residential segregation, promoting more inclusive communities. Eliminating housing insecurity can contribute to a more equitable and just society.

Objective 3: Reducing Vehicle Miles Traveled (VMT):

1. Explain how the proposed use promotes development and aligns housing production in infill locations consistent with the state’s climate targets and goals discussed in the [California Climate Change Scoping Plan](#). (100-word maximum)

Developing in infill locations aligns with state climate goals by promoting compact, reducing vehicle miles traveled (less-commuting), and supporting existing infrastructure, ultimately lowering carbon emissions. The plan aims to reduce emissions from the building sector

through energy efficiency improvements and the adoption of renewable energy technologies. The decarbonization unit design involves reducing greenhouse gas emissions from buildings through various strategies, including energy efficiency improvements, solar energy generation, electrification of heating and cooling, and the integration of renewable energy sources. It also considers embodied carbon and operational carbon. This also helps achieve the state's housing goals by providing more affordable options.

2. Explain how the project is consistent with land use planning, policies, and investment strategies by infill development that facilitates housing supply, choice, and affordability and is serviced by existing and planned expansions of a multimodal transportation system; and/or

The project aligns with land use planning and investment strategies by promoting infill development, which increases housing supply, provides more choices, and improves affordability. This infill development is supported by existing and planned multimodal transportation systems, making it easily accessible. The project leverages existing urban areas and underutilized land to create new housing units, rather than expanding into undeveloped areas. The project is designed and has been approved to be consistent with regional land use plans that encourage infill development, mixed-use zoning, and the integration of housing with employment centers and community amenities.

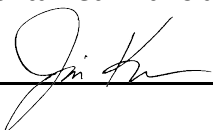
3. Explain how the project supports new housing development and shifts travel away from driving by implementing or supporting pedestrian, bicycle, transit, and other alternative transportation programs. (100-word maximum)

The project supports new housing development and encourages alternatives to driving by reducing the potential commuting by providing residential opportunities closer to employment, business, educational centers.

G. Signature and Certifications

As the official authorized signatory, I hereby certify that the proposed project is consistent with the Calaveras County REAP 2.0 NOFA and CGP program guidelines.

I further certify that, if approved by Calaveras County for an allocation of funding through the REAP 2 program, the **[Insert Applicant Name Here]** assumes the responsibilities specified in this application and certifies that the information, statements and other content contained in this application are true and correct.

Signature:  _____

Name of Authorized Signatory: Jim Kruse

Date: 4/21/25

Title: Executive Director

Scoring:

Scores for each project will be assigned on a 1 to 100 basis. Scores from each committee member will be averaged and converted to project rankings. Those applications that do not indicate the ability to meet the funding timeline will be deemed ineligible.

- **81-100:** Exceptional evidence of meeting or exceeding requirements
- **61-80:** Strong evidence of meeting requirements
- **41-60:** Suitable evidence of meeting requirements
- **21-40:** Limited evidence of meeting requirements
- **1-20:** Weak evidence of meeting requirements

Weighting:

Scoring Factor*	Weight (%)	Max. Score
Project Objectives		
1. Accelerating Infill Development		25
2. Affirmatively Furthering Fair Housing		25
3. Reducing VMT		25
Subtotal		75
Primary Factors		
1. Housing Element Compliance		6
2. Transformative Planning and Implementation Activities		4
3. Significant Beneficial Impacts		4
4. California Planning Priorities		4
Subtotal		18
Secondary Factors		
1. Scope of Work and Budget		4
2. Project Risk Assessment & Timeline		3
Subtotal		7
Total		100

* Scores of 0 for any Objectives or Primary Factors will result in disqualification of the application.

Subsequent Steps:

The project selection process will involve three steps. This document focuses primarily on the first step.

1. The review and scoring committee assigns scores to each application. The scores for each project are averaged.

2. The committee will be ranked in order of total scores for recommended funding. The committee will make a formal recommendation to the Calaveras County Board of Supervisors.
3. The Calaveras County Board of Supervisors will approve the projects to be selected for funding.

Attachment 1: Sample Agreement

Administering Agency: Calaveras County – Economic & Community Development Department

Grant Award Allocation No. _____

Description: Regional Early Action Program 2.0 (REAP 2.0 2.0) – Competitive Grant Program

THIS AGREEMENT (“Agreement”) is made in San Andreas, California, by and between the County of Calaveras, a political subdivision of the State of California ("County"), and _____ ("Grant Recipient"). County and Grant Recipient shall collectively be referred to as “Parties.”

1. **Use of Funds:** Grant Recipient agrees to use the County of Calaveras’s Regional Early Action Planning 2.0 (“REAP 2.0 2.0”) 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 2.0 Fund expenditure requirements and in the manner and for the purposes set forth in Exhibit A.

2. **Grant Fund Allocation** County shall allocate REAP 2.0 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 2.0 Funding shall not exceed _____.**

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 June 30, 2026. Completed invoices are to be submitted to the County no later than March 31, 2026 and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of: _____.**

4. **Prevailing Wage** The services described herein and performed by Grant Recipient pursuant to this Agreement may be considered “public works” as defined by California Labor Code section 1720 et seq. 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.

5. **Separate Accounting:** To the extent that Grant Recipient is performing other projects for the County at other locations and pursuant to other agreements, the Grant Recipient shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.

6. **Expense Reimbursement:** Grant Recipient shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B.

No funds paid to Grant Recipient through this Agreement shall be utilized to compensate employees of Grant Recipient for overtime or compensatory time off, except to the extent that Grant Recipient is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

7. **Overpayment:** If County overpays Grant Recipient for any reason, Grant Recipient agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Grant Recipient under this Agreement or any other Agreement.

8. **Billing:** On a monthly basis, and not more frequently than monthly, Grant Recipient shall submit invoices to County, no later than the tenth (10th) of the month for the preceding month. The billing period shall be the first day of the month through the last day of the month, without exception. If requested by the County, the Grant Recipient shall provide any further documentation it has or can reasonably generate to verify the compensation and reimbursement sought by the Grant Recipient. Grant Recipient shall submit to County a written invoice. Invoicing shall be consistent with Exhibit B.

Within 10 business days of receipt of the Grant Recipient's detailed invoice, the County Contract Manager shall review invoices for acceptance to which the County Contract Manager shall immediately notify Grant Recipient of any discrepancies. Grant Recipient and the County Contract Manager shall work in good faith to resolve such discrepancies within 10 business days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, the Grant Recipient shall submit a revised invoice for payment.

All invoices shall include:

- a) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget; and
- b) A simplified worksheet that explains how salary charges on invoices were calculated and list employees by name, position, location, and amount charged.

13. **Funding Availability:** It is mutually agreed that the services and compensation received by County and Grant Recipient pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, or if the County budget does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Grant Recipient or to furnish any other such considerations under this Agreement, and Grant Recipient shall not be obligated to perform any provisions of this Agreement. Grant Recipient's assumption of risk of possible non-appropriation of funds is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors. County agrees to inform

Grant Recipient no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Grant Recipient arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

14. **Termination And Severability:** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the breaching party of such breach in writing, describe the breach, and demand that it be cured within 15 calendar days of receipt if the breach is not cured within 15 calendar days of the notice of breach (or any such longer period as may be specified in the notice or otherwise agreed to by the parties), the party that gave notice of breach may unilaterally terminate this Agreement by sending the breaching party notice of termination. The date of termination in this event shall be 15 calendar days after the notice of termination. A party's exercise of the notice and termination rights authorized by this Section shall in no way operate as a waiver or forfeiture of the party's right to seek and recover damages from the breaching party for the breach of this Agreement.

For any other reason other than a breach or failure to perform (which are discussed in the subsection above), either party may unilaterally terminate this Agreement for any reason at any time during its term, by giving 15 calendar days' advanced written notice to the other party. The date of termination for this purpose shall be 15 calendar days after notice of termination.

15. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
16. **Insurance Requirements:** Grant Recipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Grant Recipient, its agents, representatives, or employees. Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Grant Recipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if Grant Recipient provides written verification, it has no employees.)**

Professional Liability: (Errors and Omissions) Insurance appropriate to the Grant Recipient's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grant Recipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grant Recipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this Agreement, the Grant Recipient's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Grant Recipient's insurance and shall not contribute with it.

Notice of Cancellation: **Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation: Grant Recipient hereby grants to County a waiver of any right to subrogation which any insurer of said Grant Recipient may acquire against the County by virtue of the payment of any loss under such insurance. Grant Recipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Grant Recipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grant Recipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Grant Recipient shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Grant Recipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Sub Grant Recipients: Grant Recipient shall require and verify that all sub Grant Recipients maintain insurance meeting all the requirements stated herein, and Grant Recipient shall ensure that County is an additional insured on insurance required from sub Grant Recipients.

Retentions: Retentions must be declared to, and are subject to the approval of, the County's Director of Risk Management.

Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

17. **Records examination and audit requirements:** In accordance with Government Code Section 8546.7, Grant Recipient shall permit State or Federal agencies to audit, inspect and copy all records, notes, and writings of any kind in connection with the services provided by Grant Recipient under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Grant Recipient shall supply copies of any records related to the services provided by Grant Recipient under this Agreement to County. Failure to provide the documents requested by County within the requested time

frame indicated may result in County withholding payments due under this Agreement.

All records, documents, general correspondence relating to the project in possession of the Grant Recipient shall be retained by the Grant Recipient for a minimum of three years from the date of project completion.

18. **Ethics and standards of conduct:** This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Grant Recipient shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Grant Recipient, may terminate this Agreement if it is found that gratuities were offered or given by Grant Recipient with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Grant Recipient as it could pursue in the event of the breach of the Agreement by Grant Recipient.

19. **Non-discrimination in services and benefits:** Grant Recipient certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

20. **Nondiscrimination in employment:** Grant Recipient shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Grant Recipient or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group

identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

21. **License and permits:** Grant Recipient shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Grant Recipient shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.
22. **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.
23. **Time for Performance** Time is of the essence. Failure of Grant Recipient to extend any allocated funding prior to _____, failure to submit completed invoices to the County on or by March 31, 2026, and/or failure to complete the improvements 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 approved scope of work 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 2.0 Fund payments, or terminate this Agreement, or both without notice.
24. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, Grant Recipient agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend and indemnify, hold harmless, and release County and its elected representatives, officers, officials, agents, employees, and volunteers from and against any and all actions, claims, damages, liens, demands, losses, liabilities, disabilities, expenses, or defense costs (including without limitation costs and fees of litigation), of any kind or nature, that may be asserted by any person or entity, including Grant Recipient, that arise out of, pertain to, or relate to Grant Recipient’s or its agent’s, employees’, contractors’, subcontractors’, sub-recipient’s, or invitees’ performance or obligations under this Agreement. Grant Recipient agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Grant Recipient’s performance or obligations under this Agreement. Grant Recipient’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 sole negligence or willful misconduct. If such indemnification becomes necessary, County Counsel for the County shall have the absolute

right and discretion to approve or disapprove of any and all counsel employed to defend the County. 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 Grant Recipient or its agents under Workers' Compensation Acts, Disability Benefits Acts, Prevailing Wage, or other Employee Benefit Acts. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. This indemnification clause shall survive the termination or expiration of this Agreement.

25. **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.
26. **Political Activities** Grant Recipient shall in no instance expend funds or use resources derived from this Agreement on any political activities.
27. **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.
28. **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 Calaveras County employment in accordance with County Personnel Code.

Grant Recipient shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

Grant Recipient 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 Grant Recipient's obligations and responsibilities hereunder. Grant Recipient further covenants that in the performance of this Agreement, Grant Recipient will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Grant Recipient completes performance of the services required of it under this Agreement.

Grant Recipient agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict-of-interest law or regulation, Grant Recipient will

immediately inform County and provide all information needed for resolution of the question.

29. **Covenant against contingent fees:** Grant Recipient warrants that it has not employed or retained any company or person, other than a bona fide employee working for Grant Recipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
30. **Status of Grant Recipient:** It is understood and agreed by all the parties hereto that Grant Recipient is an independent entity, and that no relationship of employer-employee exists between the County and Grant Recipient. Neither Grant Recipient nor Grant Recipient's assigned personnel shall be entitled to any benefits payable to employees of the County. Grant Recipient hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Grant Recipient nor Grant Recipient's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Grant Recipient nor Grant Recipient's assigned personnel shall have any right to bind the County to any obligation whatsoever.

It is further understood and agreed by all the parties hereto that Grant Recipient must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Grant Recipient's assigned personnel.

31. **Public Records Act:** Upon its award, this Agreement shall be subject to disclosure pursuant to the California Public Records Act.
32. **Additional Provisions:** Any waiver of or failure by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by this Agreement to the County shall not be deemed to be a waiver of any additional or subsequent right conferred to the County by this Agreement or of any other term, covenant or condition of this Agreement by the County.

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void,

both Parties shall be relieved of all obligations arising under such provision. The remainder of this Agreement shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

There are no third-party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

33. **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.

34. **Amendment:** Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

The Purchasing Agent shall have the authority to approve modifications to the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided there is no increase to the total compensation as set forth in Section 2 of this Agreement. Any modification that results in an increase to the total compensation may only be made upon approval of the appropriate authority as determined by County Purchasing Code and by written instrument signed by both Parties.

35. **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.

36. **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 Calaveras, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

37. **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.

38. **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

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

- 39. **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 CALAVERAS

GRANT RECIPIENT

Economic & Community

Development

ATTN: Kathy Gallino

Address: 891 Mountain Ranch Rd.

San Andreas, CA 95249

Phone: 209-754-6742

Email: KGallino@calaverascounty.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 CALAVERAS:

By: _____

Date: _____

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

By: _____
Supervisors

Date: _____ Attest: Clerk of the Board of

GRANT RECIPIENT: _____

By: _____

Name: _____

* Title _____

Date: _____

****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. TBD Copy of Competitive Grant Proposal Received in response to NOFA

EXHIBIT A PURPOSE AND USE OF FUNDS

Grant Recipient agrees to use the County of Calaveras’s Regional Early Action Planning (“REAP 2.0”) 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, “_____” 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.

Budget Items	Funds Proposed FY 2025/26
TBD	\$ _____
Total Cost	\$ _____

*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 _____.
- 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 grant recipient. 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 2.0 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: \$ _____

Payment Schedule:

Budget Items	Funds Proposed FY 2025/26
TBD	\$ _____
Total Cost	\$ _____

Billing and Payment

The Grant Recipient 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 Calaveras Economic & Community Development
 891 Mountain Ranch Rd., Building E
 San Andreas, CA 95249
 Contact Person: Kathy Gallino, Director email:
KGallino@calaverascounty.gov

The County shall review invoices within ten (10) business days and notify the grant recipient 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 _____ 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).

EXHIBIT C COPY OF COMPETITIVE GRANT PROPOSAL RECEIVED IN RESPONSE TO NOFA



Foothill Ct



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

Project Name	Location	Project Type	Units	Year Built
The 1612	Modesto	Workforce Housing	144	Completion 2025
Foothill Terrace	San Andreas	Workforce Housing	23	Construction 2025
Edwards Estates	Modesto	Single Family Home Ownership	35	Construction 2025/26
Parque Rio	Modesto	Workforce and Senior Housing	97	Pre Development 2025 Construction 2026
Valley Dale	Sonora	Workforce Housing	56	Predevelopment 2025 Construction 2026
7th St Hamlet	Modesto	Senior Housing	8	Construction 2025
Church of the Brethren	Modesto	SFH Homeownership	13	Pre Development 2025 Construction 2026
Grischotte II	Westley	Single Mother and Families	4	Construction 2025
Projects in the Pipeline			380	
Recently Completed				
Central Valley Homes	Modesto/Turlock	Permanent Supportive Housing	38	2024
Kestrel Ridge	Modesto	Behavioral Health Housing	8	2023
Kansas House	Modesto	Permanent Supportive Housing	103	2020
Tuolumne Hills	Sonora	Multi-Family	10	2019
Glendale Annex	Modesto	Veterans Housing	6	2019
Completed in the last five years			165	
Completed Projects				
Meadow Glen	Modesto	Affordable Housing/Emancipated Youth	32	2014
San Juan	Ceres	Affordable Housing	3	2014
Downey Terrace	Modesto	Senior Housing	11	2014
Edith Kirk Richards	Waterford	Senior Housing	5	2014
NSP Homeownership	Stanislaus County	Single Family Home Ownership	111	2010-2012
Village One	Modesto	Multi-Family	20	2008
Las Palmas	Patterson	Senior	24	2006
Miller Pointe	Modesto	Assisted Living	16	2003
Empire Migrant Housing	Empire	Multi-Family	93	2003
Valley Manor Apartments	Newman	Multi-Family	48	2006
Woodstone Apartments	Modesto	Mixed-family & Disabled	56	2001
Brighton Village	Modesto	Mixed Family & Disabled	11	2000
Farm Labor Units	Ceres	Seasonal Farm Worker		2000
Westley Migrant Housing	Westley	Multi-Family	86	2000
Conant Meadows	Modesto	Single Family	38	1997
Conant Place	Modesto	Senior	81	1996