

**GRANT AGREEMENT**  
**between**  
**the Upper Valley Waste Management Agency**  
**and**  
**the Town of Yountville**

This Grant Agreement (“Agreement”) is made and entered into effective October 19, 2020 (the “Effective Date”) by and between the Upper Valley Waste Management Agency, a joint exercise of powers agency organized and operating under California Government Code section 6500 et seq. (the “Agency”), and the Town of Yountville, a political subdivision of the State of California (the “Town”), with respect to the following Recitals::

**RECITALS**

- A. The Agency is a separate and distinct public entity from its member agencies, which include the County of Napa, the City of Calistoga, the City of St. Helena, and the Town of Yountville (collectively, “Members”); and
- B. The Agency’s purposes include, among others, providing coordination of economical, regional waste management services and meeting the requirements of the Integrated Waste Management Act of 1989 (the “Act”); and
- C. The Agency’s powers include, among others, the power to do all acts necessary or convenient for the exercise of powers enumerated in the Act, or that each of the Members could exercise separately, to provide for the implementation of the Act for the Members, and to make and enter into contracts, including contracts with Members; and
- D. The Agency wishes to provide grant funding to Members to further the Agency’s purposes and the purposes of the Act, and pursuant to its powers listed above.

**AGREEMENT**

- 1. **Recitals.** The Recitals above are true and correct and fully incorporated herein.
- 2. **Proposal.** The Town’s proposal is attached hereto as Exhibit “A” and fully incorporated herein by this reference (the “Proposal”).
- 3. **Grant Funds and Restrictions on Use.** No later than fourteen (14) days after the Effective Date, the Agency shall provide grant funds to the Town in the amount of Fifty Eight Thousand Six hundred eleven dollars and 75 cents [\$58,611.75], subject to the terms of this

Agreement. The grant funds shall only be used by the Town for costs identified in the Proposal and for no other purpose.

4. **Effect of Agreement.** The Town acknowledges and agrees and that nothing in this Agreement is intended to or shall create an employee or independent contractor relationship between the Agency and: (i) the Town, or (ii) any officers, employees, agents, volunteers, or independent contractors of the Town.
5. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall automatically terminate upon the earlier of: (i) one year after the Effective Date, or (ii) use by the Town of all grant funds for costs identified in the Proposal. Notwithstanding the foregoing, if the Town violates any term of this Agreement, the Agency may terminate this Agreement by providing written notice to the Town at least five (5) calendar days before the effective date thereof.
6. **Return of Grant Funds Unused Upon Effective Date of Termination.** Upon termination of this Agreement for any reason, the Town shall return to the Agency any grant funds unused as of the effective date thereof.
7. **Compliance with Law.** The Town shall use all grant funds provided under this Agreement in compliance with federal, state, and local laws and regulations.
8. **Monitoring.** To ensure compliance with this Agreement, the Agency may, from time to time, monitor the Town's use of grant funds provided under this Agreement. The Town agrees to cooperate with any monitoring performed hereunder by, among other things, providing relevant records.
9. **Recordkeeping.** The Town shall keep and maintain accurate records, accounts, and documentation pertaining to the receipt, disbursement, and use of the grant funds provided under this Agreement including, but not limited to, payroll records, invoices, receipts, warrants, contracts, purchase orders, and any other related records. These records shall be retained for a period of not less than three years after termination of this Agreement. These records shall be accessible and available for inspection or audit by the Agency and its lawful representatives at reasonable times and upon reasonable notice. The Town's obligations under this paragraph shall survive the termination of this Agreement.
10. **Examination and Audit.** In accordance with Government Code section 8546.7, this Agreement and performance and payments hereunder are subject to examination and audit by the California State Auditor for three years after final payment. The Town's obligations under this paragraph shall survive the termination of this Agreement.

- 11. Indemnification.** The Town shall indemnify, defend, and hold harmless the Agency, and its officers, employees, agents, volunteers, and independent contractors from and against any and all liabilities, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees and litigation costs) of every kind and nature arising out of or related to the Town's use of grant funds provided under this Agreement or the Proposal, except when caused by the sole active negligence or willful misconduct of the Agency or its officers, employees, agents, volunteers, or independent contractors. The Town's obligations under this paragraph shall survive the termination of this Agreement.
- 12. Insurance.** The Town acknowledges it maintains sufficient insurance or is self-insured to cover any potential liabilities, losses, claims, damages, expenses, demands, and costs that may arise under this Agreement or related to the Proposal.
- 13. Entire Agreement and Amendments.** This Agreement including Exhibit "A" is the entire agreement between the Agency and the Town regarding the matters set forth herein and supersedes all prior agreements, whether oral or written, regarding the matters set forth herein. This Agreement may only be amended in a writing signed by the Agency and the Town.
- 14. Waiver.** The waiver at any time by the Agency or the Town of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.
- 15. Assignment.** This Agreement and all rights and obligations hereunder may not be assigned or subcontracted by the Agency or the Town without the prior written consent of the other party.
- 16. Governing Law and Venue.** This Agreement shall be interpreted and construed under the laws of the State of California. Venue for any action, dispute, or claim arising under this Agreement shall be in the Superior Court of California for the County of Napa.
- 17. Attorney's Fees.** In the event any action, dispute, or claim is brought to enforce or construe this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness and consultant fees, litigation costs, and costs of suit.
- 18. Notices.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class, U.S. mail addressed as follows:

The Agency:  
Upper Valley Waste Management Agency  
c/o Steve Lederer, Director  
1195 Third Street, Room 101  
Napa, CA 94559

The Town of Yountville:  
Town of Yountville  
c/o Steven R. Rogers  
6550 Yount Street  
Yountville, CA 94599

Any party may change its address by notifying the other party of the change in the manner provided above.

UPPER VALLEY WASTE MANAGEMENT AGENCY      TOWN OF YOUNTVILLE

By: \_\_\_\_\_  
Steven Lederer, Director

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By *Steven R. Rogers* \_\_\_\_\_  
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Steven R. Rogers, Town Manager

Date: \_\_\_\_\_

9/30/2020 | 10:42 AM PDT  
Date: \_\_\_\_\_