



2004-0028121

Order No.
Escrow No.
Loan No.

Recorded
Official Records
County Of
NAPA
JOHN TUTEUR
Recorder

REC FEE .00

WHEN RECORDED MAIL TO:
Housing Authority of the City of Napa
1115 Seminary Street
P.O. Box 660
Napa, CA 94559
Exempt from Recording fees Pursuant to
Government Code Section 27383

09:49AM 02-Jul-2004 CW
Page 1 of 5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUALITY IMPROVEMENT AND REPAIR GRANT AGREEMENT

This is an Agreement, dated **June 23, 2004** by and between **Family Service of Napa Valley**, a non-profit corporation, ("Grantee") and the Housing Authority of the City of Napa ("HACN").

RECITALS

- 1 Grantee is a non-profit organization that provides **Counseling** services to eligible low-income families throughout the City of Napa.
- 2 Grantee owns certain property commonly described as **709 Franklin Street Napa, CA 94559** and more specifically described as Assessor's Parcel No. **003-20-6-04-00** where Grantee's Services are provided.
- 3 Grantee and HACN have determined that certain improvements and repairs are required at Grantee's Site that will help Grantee to continue to provide services to the Napa community.
- 4 HACN applied for a grant under the CDBG Capital Improvement Grant Program, on behalf of Grantee to fund the needed improvements and repairs at Grantee's Site.
- 5 The purpose of this Agreement is to set forth the mutual understanding of Grantee and HACN regarding the obligations of each party relating to the implementation of the CDBG Capital improvement Grant Program grant.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

- 1 **GRANT AWARD.** HACN awards a one-time Quality Improvement and Repair Grant in the amount not to exceed **\$6,050** to the Grantee ("Grant Proceeds"). Grantee accepts the Grant and assigns the use of the Grant proceeds to the HACN for use in accordance with the terms of this Agreement.
- 2 **PURPOSE OF GRANT:** The sole purpose of the Grant is to make certain repairs and improvements to Grantee's site ("Repairs and Improvements"). The Repairs and Improvements are described in the **"Owner- Contractor Contract"** attached to this Agreement.

- 3 **REPAIRS AND IMPROVEMENTS:** HACN shall make or cause to be made the Repairs and Improvements in accordance with all applicable federal, state, and local law. Grantee hereby grants HACN, its agents, employees and authorized contractors access to Grantee's site for the purposes of completing the Repairs and Improvements.
- 4 **MAINTENANCE OF SERVICES:** In consideration for the services provided by HACN pursuant to this Agreement, Grantee agrees to continue to provide Grantee's Services at Grantee's Site for a period that is not less than **five (5) years** from the effective date of this Agreement. Throughout the five-year period, Grantee's Services shall be provided at the same level as is provided on the effective date of this Agreement.
- 5 **GRANT RECOVERY:** For each year that Grantee fails to provide Grantee's Services during the five-year period described in paragraph 4, Grantee shall repay HACN twenty percent (20%) of the Grant Proceeds.
- 6 **TERM:** This Agreement shall be effective the last date signed below and shall continue in full force and effect for five years.
- 7 **AGREEMENT TO BE RECORDED:** This Agreement shall be recorded against Assessor's Parcel No. **003-20-6-04-00.**
- 8 **INDEMNIFICATION:** To the fullest extent permitted by law, Grantee agrees to indemnify, hold harmless and defend, with counsel approved by HACN, HACN, its officers, employees, representatives, and agents against any and all claims, demands, judgments, costs or liabilities of any kind of nature relating to the injury or death of any person or damage to any property which arise out of the Grantee's performance under the terms of this Agreement.
- 9 **INSURANCE:** Grantee shall provide evidence of insurance in amounts, and in a form, acceptable to the HACN.
- 10 **ENFORCEMENT:** In the event any party to this Agreement brings an action to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees from the other party, whether or not such action or proceeding is prosecuted to judgment.
- 11 **NOTICES:** Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by certified mail, return receipt requested, postage prepaid, to the other party at the address shown below:

HACN's address: 1115 Seminary Street Napa, CA 94559


GRANTEE's address: 709 Franklin Street Napa, CA 94559
- 12 **AUTHORIZATION:** The undersigned represents and warrants that they are duly authorized to execute this Agreement and to bind the parties

13 NO ASSIGNMENT: GRANTEE may not assign this Agreement

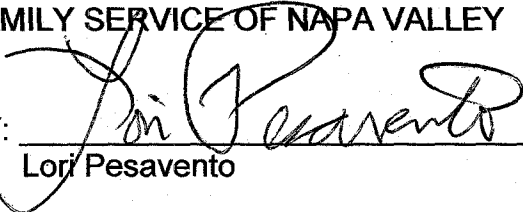
14 ENTIRE AGREEMENT: This Agreement constitutes the entire agreement, with respect to the subject matter, between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

IN WITNESS HEREOF, the undersigned parties have executed this Agreement as of the Effective Date provided above:

HOUSING AUTHORITY OF THE CITY OF NAPA:

BY: 
Peter Dreier

FAMILY SERVICE OF NAPA VALLEY

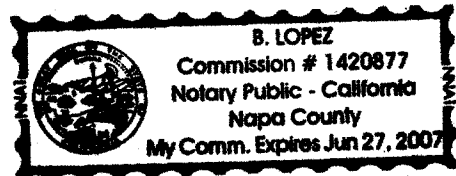
BY: 
Lori Pesavento

STATE OF CALIFORNIA)
)ss.
 COUNTY OF NAPA)

On June 30, 2004, before me, the undersigned, a Notary Public, personally appeared Peter Dreier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

B. Lopez

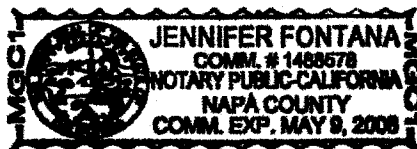


STATE OF CALIFORNIA)
)ss.
 COUNTY OF Napa)

On June 23, 2003, before me, the undersigned, a Notary Public, personally appeared Lori Pesavento, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

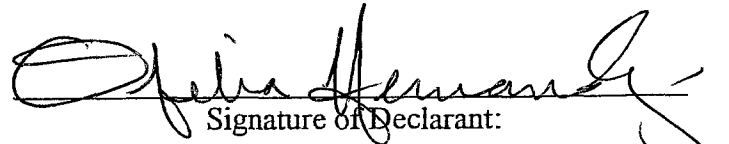
Jennifer Fontana



END OF DOCUMENT

ILLEGIBLE NOTARY SEAL DECLARATION
(GC 27361.7 and CCP 2015.5)

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct." The notary seal on the document to which this statement is attached reads as follows:

Name of Notary Jennifer FontanaDate Commission Expires 5/9/08Commission Number 1488578Today's Date 7/2/04
Signature of Declarant:Ofelia Hernandez
Printed Name