

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR SERVICES BY AND BETWEEN THE HOUSING AUTHORITY OF THE CITY OF NAPA AND THE CITY OF CALISTOGA

HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. _____
CITY OF CALISTOGA AGREEMENT NO. _____

THIS AGREEMENT FOR SERVICES (this “Agreement”) is made and entered into as of July 1, 2026 (“Effective Date”) by and between the HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic (the “Authority”) and the CITY OF CALISTOGA, a municipal corporation (the “City”) under the joint exercise of powers provisions of California Government Code Sections 6500-6536. City and Authority are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500. The Authority and City are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City desires to obtain housing services from the Authority for Fiscal Year 2026 – 2027 and Fiscal Year 2027 – 2028; and

WHEREAS, the Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for the mutual consideration described herein, the City and Authority agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2028 (the “Term”) unless earlier terminated in accordance with Paragraphs 7 or 8 of this Agreement.

2. **Scope of Services.** Authority shall perform the services described in the *Scope of Services* in Exhibit “A”, attached hereto and incorporated by reference herein (the “Services”).

3. **Compensation.**

(a) **Baseline Rates.** In consideration of Authority’s performance of the Services, the City shall pay to Authority the baseline rate (“Baseline Rate”) of Sixty-Three Thousand Two Hundred Dollars and 00/100 (\$63,200.00.00) for Fiscal Year 2026–2027; and Sixty-Five Thousand Three Hundred Dollars and 00/100 (\$65,300.00) for Fiscal Year 2027–2028.

(b) **Maximum Annual Compensation.** The total compensation for the Services provided by Authority to the City under this Agreement shall not exceed: (1) \$63,200.00 for Fiscal Year 2026-2027; and (2) \$65,300.00 for Fiscal Year 2027-2028 as detailed in the following table:

EXHIBIT A

COMPENSATION BREAKDOWN			
Service Provided	FY2026-27 Cost	FY2027-28 Cost	Total Cost
HACN Baseline Housing Services	\$63,200.00	\$65,300.00	\$128,500.00

(c) Rate for Additional Services. If the City authorizes Authority to perform services that are not included in the *Scope of Services* set forth in Exhibit "A" ("Additional Services"), then Authority will be compensated for the Additional Services on a time and materials basis. The rate for Authority's time for the Additional Services shall be the then-current fully burdened overhead rate (the "Fully Burdened Overhead Rate") for the employee performing the Additional Services. The Fully Burdened Overhead Rate is an hourly billable rate that captures all Authority costs (direct and indirect) associated with an employee, over and above gross compensation or payroll costs. Typical costs associated with the Fully Burdened Overhead Rate include payroll taxes, worker's compensation, health insurance, paid time off, pension contributions, other benefits, and indirect costs including departmental and citywide administrative overhead allocations. The applicable Fully Burdened Overhead Rate will depend on the Authority employee performing the Additional Services as each employee has a different Fully Burdened Overhead Rate that is calculated based on that particular employee's salary and benefits.

(d) Invoices for Additional Services. Authority will submit a monthly itemized invoice to the City for any Additional Services provided by the Authority during the preceding month. The City will pay the Authority within thirty (30) days after approval of each invoice.

4. **Method of Payment.** The Authority shall provide to City an invoice for payment for the Services on the following dates and in the following amounts:

- (a) On July 1, 2026, an invoice equal to 50% of the Baseline Rate for Fiscal Year 2026-2027 in the amount of \$31,600.00; and
- (b) On January 1, 2027, a second invoice for the remaining 50% of the Baseline Rate for Fiscal Year 2026-2027 in the amount of \$31,600.00.
- (c) On July 1, 2027, a third invoice for 50% of the Baseline Rate for Fiscal Year 2027-2028 in the amount of \$32,650.00; and
- (d) On January 1, 2028 a fourth invoice for the remaining 50% of the Baseline Rate for Fiscal Year 2027-2028 in the amount of \$32,650.00.

City shall pay the Authority within thirty (30) days following receipt of an invoice.

5. **Independent Contractor.** The Authority shall perform the Services under this Agreement as an independent contractor. The Authority and the officers, agents and employees of Authority are not, and shall not be deemed, City employees for any purpose, including workers' compensation. The Authority shall determine the method and manner by which the Services shall be performed. The Authority and its officers, employees and agents shall not be entitled to any of the benefits accorded to a City employee. City shall not deduct or withhold any amounts whatsoever from the compensation paid to the Authority, including, but not limited to amounts required to be withheld for state and federal taxes. The Authority shall be solely responsible for all such payments.

EXHIBIT A

6. **Indemnification.** To the fullest extent permitted by law, City shall defend, indemnify and hold harmless the Authority and its elected and appointed officials, officers, agents and employees from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to City's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, City will not be obligated to indemnify Authority for the proportionate share of the Liability caused by the Authority's active negligence, sole negligence, or willful misconduct. City's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by City, including, but not limited to, workers' compensation insurance.

To the fullest extent permitted by law, Authority shall defend, indemnify and hold harmless City and its elected and appointed officials, officers, agents and employees from and against any Liability of any nature, arising out of, pertaining to, or relating to the Authority's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Authority will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Authority's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Authority, including, but not limited to, workers' compensation insurance.

7. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breaches this Agreement, then the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving fifteen (15) days written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices).

8. **Termination for the Convenience of a Party.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days prior written notice of such termination to the other party and specifying the effective date thereof.

9. **Payment for Work upon Expiration or Termination.** In the event of termination for cause under Paragraph 7 or termination for the convenience of a party under Paragraph 8, the Authority shall be entitled to receive compensation for any satisfactory Services and/or Additional Services provided by the Authority prior to the effective date of the notice subject to the maximum amount set forth in Paragraph 3(b). In the event the termination results in the Authority receiving payment in an amount that exceeds the amount due to Authority for the Services provided under this Agreement, City shall be entitled to receive reimbursement for any overpayment from Authority.

10. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

11. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five (5) days following the date of deposit, whichever is earlier.

EXHIBIT A

AUTHORITY

Housing Manager
Housing Authority of the City of Napa
P.O. Box 660
Napa, CA 94559

CITY OF CALISTOGA

Mitchell Celaya, City Manager
City of Calistoga
1232 Washington Street
Calistoga, CA 94515

12. **Confidentiality.** Confidential information is defined as all information disclosed to the Authority which relates to City past, present, and future activities, as well as activities under this Agreement. Except as otherwise provided in Paragraph 15, as directed by the City Manager or designee thereof, or when required by the California Public Records Act, a subpoena or by court order, the Authority shall hold all such information as the Authority may receive, if any, in trust and confidence.

13. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in a writing signed by the Parties.

14. **Compliance with Laws.** In the performance of this Agreement, the Authority shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

15. **Access to Records/Retention.** City shall have access to any books, documents, papers and records of the Authority prepared or obtained by the Authority when providing the Services under this Agreement. Upon expiration or termination of this Agreement the Authority shall return all such records to City unless otherwise directed by City to retain or dispose of such records, except that with the written permission of City, the Authority may keep a copy of such records as long as such copy is maintained in confidence and is returned to City or its successor agency to be destroyed upon notification to Authority that City has authorized destruction of the original records.

16. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

17. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

18. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. **Entirety of Contract.** This Agreement, together with Exhibits "A" and "B" attached hereto and incorporated herein, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

20. **Counterparts.** This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

EXHIBIT A

21. **Privileges and Immunities.** In accordance with California Government Code Section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

22. **Signatures; Electronic Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the Authority. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq.; and California Government Code Section 16.5.

[SIGNATURE PAGE FOLLOWS.]

EXHIBIT A

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date first above written.

CITY:

CITY OF CALISTOGA, a municipal corporation

By: _____
MITCHELL CELAYA, Interim City Manager

ATTEST:

By: _____
YUDIANA GALVAN, City Clerk

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic

By: _____
STEVE POTTER, Executive Director

COUNTERSIGNED:

By: _____
ERIKA LEAHY, Deputy City Auditor

APPROVED AS TO FORM:

By: _____
CHRISTOPHER DIAZ, Interim Authority General Counsel

EXHIBIT A

EXHIBIT "A"

Scope of Services

The Housing Authority administers US Department of Housing and Urban Development (HUD)-funded Project-Based Voucher (PBV) and Housing Choice Voucher (HCV) programs within the City of Calistoga. In addition, as part of its countywide responsibilities, the Housing Authority represents the City of Calistoga and its interests through participation in the Continuum of Care for homeless services and other applicable countywide housing and homeless service initiatives. These activities are carried out pursuant to the Housing Authority's independent statutory and programmatic responsibilities and provide ongoing benefits to the City of Calistoga regardless of, and independent from, this Agreement.

WORK PROGRAM	DESCRIPTION
A. STANDARD HOUSING SERVICES (included in Baseline Rate)	
1. Regulatory Agreement Monitoring	Provide required annual monitoring of regulatory agreement units summarized in Exhibit B
2. Review development projects	Technical assistance reviewing proposed housing developments to maximize affordable housing units
3. Loan Servicing	Provide loan servicing and owner occupancy monitoring for CalHome, HOME, BEGIN, & CDBG homebuyer & rehab loans.
4. Affordable Housing Regulatory Agreements	Review affordable housing agreements & make recommendations
5. Annual Meeting with Staff and Council	Report on year's activities
B. ADDITIONAL HOUSING SERVICES (charged in accordance with Section 3(c))	
1. Housing Rehabilitation Grant Program	Administration of Measure D housing rehabilitation grant program, defined within program guidelines, shall be charged in accordance with Section 3(c).
2. Additional housing services as mutually agreed to	TBD: Requests for services from the City beyond the scope of Section A, shall be charged in accordance with Section 3(c).

EXHIBIT A

EXHIBIT "B"

Monitoring List

Project	Type	Affordable Units	Task	Description
Palisades	BMR	9	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Emerald Oaks	BMR	1	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database
Silverado Place	BMR	1	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Saratoga Manor II	BMR	17	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Lakewood I 1809 Lake St.	MF	8	Annually	Review Calistoga Affordable Housing, Inc. annual report & tenant certification forms for compliance with Affordable Housing Agreement #0210 & Loan Agreement #0210
Palisades Apts. 40 & 42 Brannan St.	MF	24	Annually	Review Burbank Housing annual report & tenant certification forms for compliance with Affordable Housing Agreement #0248 & HOME Standard Agreement #07-HOME-3063. Submit Annual Long Term Monitoring Report to HCD.
Paladini Apts	MF	4	Annually	Review property owner's annual report and tenant certification forms for compliance with Affordable Housing Agreement. Request annual monitoring fee.
Luxe Calistoga - Garnett Creek Inn 1139 Calistoga St.	MF	4	Annually	Review property owner's annual report and tenant certification forms for compliance with Affordable Housing Agreement. Request annual monitoring fee.
Calistoga Senior Apts. 611 Washington Street	MF	29	Annually	Review property owner's annual report and tenant certification forms for compliance with Affordable Housing Agreement.

EXHIBIT A

Lincoln Avenue Apartments	MF	77	Annually	Review property owner's annual report and tenant certification forms for compliance with Affordable Housing Agreement.
Additional affordable housing units	MF	up to 16**	Annually	Lease up certification. Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.
HOME Loans	Rehab*	18	Annually	Loan servicing & owner occupancy certification, verify insurance and taxes or HCD registration paid. Follow-up when necessary. Update Rehab database.
CDBG Loans	Rehab*	44	Annually	Loan servicing & owner occupancy certification, verify insurance and taxes or HCD registration paid. Follow-up when necessary. Update Rehab database.

MF = Multifamily rental

BMR = Below Market Rate homeownership

*Number of loans may increase or decrease over the term of the contract

**Affordable units beyond the number identified above shall be billed on a time and materials basis in accordance with Section 3(c).