

# EXHIBIT "A"

## SERVICES AGREEMENT (GENERAL)

### Section 8 Housing Landlord Mitigation & Incentive Program

Housing Authority Agreement No. \_\_\_\_\_

Housing Authority Budget Code: \_\_\_\_\_

This Services Agreement (General) for operation of the Section 8 Housing Landlord Mitigation and Incentive Program ("**Agreement**") by and between the Housing Authority of the City of Napa ("**City**"), a public corporation formed and governed by California Health and Safety Code Sections 34200, et seq. ("**Authority**"), and Abode Services, a California nonprofit public benefit corporation ("**Consultant**"), is effective on July 1, 2023 ("**Effective Date**").

## RECITALS

A. The Authority operates a program to provide financial incentives and housing location services to encourage property owners to rent residential units to holders of Section 8 Housing Choice Vouchers ("**Section 8 Vouchers**") who are homeless or at risk of homelessness.

B. The Authority was previously awarded Emergency Housing Vouchers (EHVs) from the United States Department of Housing and Urban Development (HUD) which require the Authority to provide housing location assistance to EHV participants.

C. Abode Services has served as the Program Operator for the past six years and the parties wish to extend the agreement for another year.

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

### 1. SCOPE OF SERVICES.

1.1. Services. Consultant will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the Authority's authorized representative, Housing Manager ("**Authority's Authorized Representative**").

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable service providers within the greater San Francisco Bay Area who provide the same or similar type of services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the Authority. Consultant will not be entitled to any of the benefits that the Authority provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the Authority is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the Authority. Authority reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

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1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the Authority's Authorized Representative. Consultant will submit all requests for extensions of time to the Authority in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The Authority's approval of any extension of time for performance of the Services will not operate to waive the Authority's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Unsatisfactory Services. Upon written notice from the Authority that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant must promptly correct or cure any such Unsatisfactory Services as specified in the Authority's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the Authority's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the Authority as an offset from payment otherwise due or to become due to Consultant.

## 2. COMPENSATION.

2.1. Payment. The Authority will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$221,344, without prior written authorization from the Authority. If the Authority authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the Authority's prior written consent, or which exceed the scope of the Authority's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the Authority's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice must identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The Authority will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Kara Carnahan, Vice President Programs, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the Authority has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the Authority's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the

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first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO AUTHORITY:

Housing Manager  
Housing Authority of the City of Napa  
P.O. Box 660  
Napa, CA 94559-0660  
sgaul@cityofnapa.org

TO CONSULTANT:

Kara Carnahan  
Vice President of Programs  
Abode Services  
40849 Fremont Boulevard  
Fremont, CA 94538  
kcarnahan@abodeservices.org

5. **TERM.** The term of this Agreement begins on the Effective Date, and ends on June 30, 2024, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. **AUTHORITY'S RIGHT TO TERMINATE.** The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

## 7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the Authority has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the Authority may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the Authority determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the Authority may terminate this Agreement in accordance with Section 6, or the Authority may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the Authority.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement are subject to the claim presentment requirements in the Government Claims Act

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(Government Code section 900 et seq.).

### 8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the Authority, as well as information and records created by the Consultant, to any person other than a Authority employee, unless and only to the extent that the Authority provides the Consultant with prior written consent to make a disclosure. Consultant will notify the Authority’s Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement.

8.2. Title to Records. All original documents or records (“work product”), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the Authority. Consultant will promptly deliver all such work product to the Authority at the completion of the Services, upon termination, or upon demand by the Authority. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the Authority for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the Authority if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the Authority.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the Authority Clerk’s Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant’s insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) 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 Consultant’s acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Consultant 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. Consultant’s indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers’ compensation insurance.

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11. INSURANCE. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Commercial General Liability Insurance (CGL) at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code, and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Endorsements. The CGL and automobile liability policies will contain or be endorsed with the following provisions:

11.4.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.4.2. The Consultant's insurance is primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by City shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

11.4.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

### 11.5. All Policies.

11.5.1. For all insurance policies required under this Agreement, prior to City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

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11.5.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to City's execution of this Agreement and is subject to approval by the City.

11.5.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

### 13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to Authority that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and

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other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

### 14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated without the Authority's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the Authority's prior written consent will be void and of no force or effect. Any consent by the Authority to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

*[Signature page follows.]*

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### 15. SIGNATURES.

15.1. 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.

15.2. 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 Consultant 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth above.

**AUTHORITY:**  
**HOUSING AUTHORITY OF THE CITY OF NAPA,**  
**A public corporation**

By: \_\_\_\_\_  
Steve Potter, Executive Director

**CONSULTANT:**  
**Abode Services, a California nonprofit public**  
**benefit corporation**

By: \_\_\_\_\_  
Louis Chicoine, Chief Executive Officer

By: \_\_\_\_\_  
Vivian Wan, Chief Operating Officer

### COUNTERSIGNED:

\_\_\_\_\_  
Erika Leahy, City Auditor

### APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Barrett, Authority General Counsel



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### SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

**SCOPE OF SERVICES.** Consultant will perform the Services described in this Exhibit “A,” in accordance with the terms of the Agreement. The Consultant shall provide the following services. Capitalized terms used without definition in this Exhibit shall have the meanings assigned to such terms in the Program Guidelines attached hereto as Exhibit “A-1” and incorporated herein by reference:

1. Provide housing location services to Eligible Tenants referred by the Authority.
2. Work with Eligible Tenants and community organizations in efforts to obtain funding for tenant security deposits.
3. Provide a “Housing Specialist” to participating property owners to assist with tenant-related issues.
4. Provide on-going support services to tenants to minimize tenant-related issues for the duration of the contract terms.
5. Establish and staff a Landlord Crisis Response Hotline as a toll-free telephone line that property owners may call during the hours of 5:30 p.m. and 8:30 a.m. and all day on weekends and holidays, to obtain advice regarding urgent tenant-related matters.
6. Review, analyze and process property owner claims for New Owner Bonuses, Additional Unit Bonuses, Continuity Payments, and No Loss Vacancy Bonuses, each in accordance with and as described in the Guidelines. Inspect properties. Coordinate with Authority to determine property owner eligibility for payments.
7. Review, analyze and process property owner claims for Damages Payments and Arrears/Uncollected Rent Payments. Conduct property inspections to assess damage and review documentation to determine eligibility for payments. Submit claims requests to Authority for payment.

### B. Reporting Requirements

Consultant shall provide all services under this Agreement in accordance with a schedule approved by the Authority and prior to the expiration of the term of the Agreement (as such may be extended by written agreement of the Parties). Consultant shall submit quarterly reports on services provided within thirty (30) days after the end of the quarter for the quarters ending September 30, 2023, December 31, 2023, March 31, 2024, and June 30, 2024. Reports shall at a minimum include the following:

1. Summary and report on status of referred tenants including number housed, number currently assisted in housing search, etc.
2. Summary and report on status of matters handled by Housing Specialist and the Landlord Crisis Response Hotline

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## Program Guidelines

# Housing Authority of the City of Napa

## Section 8 Landlord Mitigation and Incentive Program Guidelines

This Landlord Mitigation and Incentive Program (the “**Program**”) provides financial incentives to encourage property owners to rent residential units to holders of Section 8 Housing Choice Vouchers (“**Section 8 Vouchers**”) who are homeless/at risk of becoming homeless. Under the Program, the Housing Authority of the City of Napa (“**Housing Authority**”) provides “bonus/incentive” payments to property owners in Napa County (including incorporated cities and municipalities within the County) who agree to rent residential units to Eligible Tenants (defined below). In addition, the Program provides funding to mitigate potential losses that a participating property owner may experience due to nonpayment of rent or damage to a unit. The Program is administered by the Housing Authority Executive Director, or a designee of the Executive Director; which, as identified in the Program, may include the Housing Manager. The Executive Director, or designee, may delegate specified services under the Program to a contractor under contract with the Housing Authority. The Housing Authority is currently under contract with Abode Services, a California nonprofit public benefit corporation (“**Abode**”) to provide services under the Program, including: Abode will refer Eligible Tenants to participating property owners, will seek resources for tenant security deposits, will assign a staff person to support and advise each participating property owner, and will staff a telephone hotline to provide after-hours assistance to property owners to address urgent tenant-related concerns.

### I. ELIGIBLE TENANTS

To be eligible to participate in the Program, a prospective tenant must meet all of the following qualifications:

#### A. Section 8 Participants

- (i) the person or household must be a current holder of a Section 8 Voucher;
- (ii) the Housing Manager has made a determination that the person or household has been unable to locate available rental housing and therefore is homeless/at risk of becoming homeless and at risk of losing their Section 8 Voucher;

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(iii) the Housing Authority must have referred the prospective tenant to Abode for assistance in locating housing; and

(iv) Abode must have referred the prospective tenant to the Property owner.

In order to be considered homeless, a household must lack a fixed, regular, and adequate nighttime residence. This shall include households who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (i.e. “couch surfing”), are living in motels, hotels, or campgrounds due to the lack of alternative accommodations, are living in emergency or transitional shelters, or are living in a place not normally meant for habitation (i.e. living in cars, parks, public spaces, abandoned buildings, or similar settings).

In order to be considered at-risk of homelessness, the household must have had a voucher issued to them which will expire with 60 days and they have either:

(i) been unable to locate a housing unit that will accept the voucher (and the household’s current landlord will not accept the voucher and, without the voucher, they are extremely housing burdened – i.e. paying over 50% of their income for rent); or

(ii) they already have a unit they are renting with a voucher, but the landlord has given them a notice to vacate for no-cause (i.e. 90-day notice), and they have been unable to locate a replacement unit.

### **B. Emergency Housing Voucher Participants**

EHV participants shall automatically be eligible for referral if they have not previously received EHV rental assistance for a unit. If they require housing location assistance to secure a replacement unit, they must qualify under the same criteria used for referral for all other Section 8 participants.

Eligible Tenants may include both households that have newly been issued Section 8 Vouchers and households that are seeking to move either because the rent for their current unit has been increased beyond what the household can afford even with a Section 8 Voucher, and/or because they have received a notice to vacate their current unit.

## **II. BONUS/INCENTIVE PAYMENTS**

Participating property owners who agree to rent to an Eligible Tenant may receive any combination of the following bonus payments in the maximum aggregate amount equal to one month’s contract rent for the rental unit.

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**A. New Owner Bonus:** Property owners that have not rented to a Section 8 Voucher holder in the past three years, are eligible to receive a “New Owner Bonus” in the amount of \$1,000 when they sign a 12-month lease with an Eligible Tenant.

**B. Additional Unit payment:** Property owners who agree to rent more than one residential unit to Eligible Tenants are eligible to receive an “Additional Unit Bonus” in the amount of \$500 for each additional unit (beyond the first) when they sign a 12-month lease with each Eligible Tenant.

**C. Continuity Payment:** When an Eligible Tenant participating in the Program vacates a unit (other than due to eviction), the Property owner is eligible to receive a “Continuity Payment” in an amount equal to one month’s contract rent based upon the contract rent paid by and/or on behalf of the vacating tenant if the property owner signs a 12-month lease to rent the vacated unit to an Eligible Tenant within 30 days following the date of the vacancy. If the unit is re-occupied within the same month that the unit becomes vacant, the Continuity Payment will be reduced by the contract rent paid by and/or on behalf of the new tenant. To be eligible to receive a Continuity Payment, property owners must notify Abode of their interest in participating in the Program before or at the time a unit becomes vacant. The Continuity Payment potentially enables the property owner to receive an additional month’s rent if they agree to rent vacant units to new Eligible Tenants.

**D. “No Loss” Vacancy Bonus:** When a property owner agrees to rent a unit to an Eligible Tenant pursuant to a 12-month lease, the owner may be eligible for a “No Loss Vacancy Bonus” payment to cover rent losses for units that become vacant and available for occupancy. The payment will be equal to a daily prorated amount based upon the approved contract rent and will be paid based upon the number of days a unit remains vacant after it is ready to be leased and occupied. The maximum payment amount is equal to the monthly contract rent amount. To be eligible, property owners must provide Abode and the Housing Authority with a written notice of their intent to rent to a program participant, and the unit must be move-in ready. Property owners are not permitted to receive both a Continuity Payment and a No Loss Vacancy Bonus concurrently for the same unit.

### III. LOSS MITIGATION PAYMENTS

If a participating Eligible Tenant abandons a unit leaving significant damage, breaks their lease, is evicted for non-payment of rent or repeated lease violations that result in lost rent, or any combination of these, the Program will provide the

## EXHIBIT “A”

property owner with compensation for costs above those covered by the tenant's security deposit, up to a maximum of \$3,500 per unit. Property owners may submit claims for these payments only during the three-year period commencing upon the Eligible Tenant's initial lease start date. Claims must be submitted within thirty days following the date the unit is vacated or abandoned. Eligible payments include the following:

**A. Damages Payment:** The property owner may be eligible for a “Damages Payment” if costs to repair damage caused by an Eligible Tenant will exceed the amount of the tenant's security deposit. The property owner must confirm that the tenant has vacated the unit and must provide Abode with proper documentation of the condition of the unit. Proper documentation (such as photographs and work orders) must support a reasonable expectation that the required repairs will exceed the amount of the tenant's security deposit. Abode or the Housing Authority must inspect the unit to verify damage prior to the commencement of any repairs or other work. Normal wear-and-tear, and damage not caused by tenants (such as by an Act of God) are not covered under the Program. The maximum payment is \$3500 in the aggregate in combination with any Uncollected Rent payment (described below).

**B. Arrears/Uncollected Rent:** If a participating Eligible Tenant abandons a unit or is evicted, and owes rent that exceeds the amount of the security deposit less the cost to repair damage, the property owner may be eligible for a payment in the amount of all or a portion of the unrecovered rent up to a maximum aggregate amount, combined with any payment to cover damages, of \$3500. The property owner must provide evidence that written notices of past due rent have been provided to the tenant and must provide a ledger of the total amount owed, including the amount to be covered by the security deposit. The payment will only cover past unpaid rent that is not covered by the security deposit and does not cover eviction costs.

### IV. BARRIER REMOVAL AND SECURITY DEPOSIT RESOURCES

The Program may provide up to \$5,000 for “barrier removal” to assist an Eligible Tenant secure housing. Eligible costs may include, but are not limited to, application fees, security deposit, or payment of unpaid utility bills on an old utility account, so utilities can be turned on in the new unit. Before utilizing Program funds for “barrier removal,” Abode will first work to match Eligible Tenants with other available community funding resources for security deposits (e.g., Seasons of Sharing) and only utilize Program funds if other resources, including the Tenant's own funds, are not available.

## **EXHIBIT “A”**

### **V. ADDITIONAL RESOURCES AND SUPPORT FOR PROPERTY OWNERS**

An after-hours telephone hotline number and Abode staff support will be available through the Program for participating property owners. The Landlord Crisis Response Hotline is a toll-free number that property owners may call to obtain advice regarding urgent tenant related matters outside of regular business hours between 5:30 p.m. and 8:30 a.m. on weekdays and all day on weekends and holidays. In addition, in connection with each referral of an Eligible Tenant, Abode will assign a dedicated “Landlord Retention Specialist” who will be able to provide the property owner with additional support regarding tenant related issues.

## EXHIBIT “A”

### EXHIBIT “B”

#### COMPENSATION RATES AND CHARGES

Total compensation payable to Consultant for services provided under this Agreement shall be up to Two Hundred Twenty One Thousand Three Hundred and Forty Four Dollars (\$221,344) in accordance with the following budget based on actual costs incurred:

**1. Section 8 Participants – up to \$187,123:**

Up to \$94,081 for direct staff costs, operations, and administration per the Budget attached hereto as Exhibit “B” and incorporated herein by reference .

B. Up to \$30,000 for landlord incentive payments in accordance with Program guidelines

C. Up to \$30,000 for barrier removal. Barrier removal may include, but is not limited to, security deposits, application fees, and past-due utility accounts in order to allow a household to open new utility accounts.

D. Up to \$8,634 for program operations.

E. Up to \$24,408 for administrative staffing/operations.

**2. Emergency Housing Voucher Participants – up to \$34,221:**

A. Up to \$31,139 for direct staff costs, operations, and administration per the Budget attached hereto as Exhibit “B” and incorporated herein by reference.

B. Up to \$150 for program operations.

B. Up to \$2,932 for administrative staffing/operations

Payments for vacancies or damage due to tenant-caused damages shall be paid directly to landlord by Housing Authority.

Payments will be made based upon Consultant’s submittal of invoices, with back-up documentation showing costs were paid out, and submittal of required reports.

Invoices for Items 1B shall identify the name of landlord receiving incentive, property address, and client assisted by the landlord incentive payment.

Invoices for Item 1C shall include the name of the client assisted and the purpose of the payment.

Any mileage charged shall be billed up to the federal rate.

## EXHIBIT “A”

### Exhibit “B” Program Budget

<i>Personnel Costs</i>			
<b>Classification</b>	<b>Regular Program</b>	<b>EHV Program*</b>	<b>Full Year Total</b>
Director of Housing and Services	\$1,150	\$0	\$1,150
Sr/Housing Program Manager	\$11,745	\$11,745	\$23,490
Housing Specialist	\$60,606	\$15,152	\$75,758
Benefits	\$20,580	\$4,242	\$24,822
<i>Operating Expenses</i>			
<b>Classification</b>			
Equipment and Furnishings	\$2,500	\$0	\$2,500
Travel	\$3,960	\$0	\$3,960
Telephone/Communications	\$690	\$150	\$690
Maintenance and Services	\$824	\$0	\$824
Office Supplies	\$660	\$0	\$660
<i>Client Support</i>			
<b>Classification</b>			
Client Housing-Rental Assistance	\$30,000	\$0	\$30,000
Landlord Incentives	\$30,000	\$0	\$30,000
<i>Admin De Minimum</i>			
Administrative Costs	\$24,408	\$2,932	\$27,340