

## EXHIBIT A

### INTERGOVERNMENTAL AGREEMENT FOR SERVICES BY AND BETWEEN THE HOUSING AUTHORITY OF THE CITY OF NAPA AND THE CITY OF AMERICAN CANYON

HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. \_\_\_\_\_  
CITY OF AMERICAN CANYON AGREEMENT NO. \_\_\_\_\_

**THIS AGREEMENT FOR SERVICES** (this "Agreement") is made and entered into as of July 1, 2024 ("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 AMERICAN CANYON, a municipal corporation (the "City") under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536. City and Authority are public entities organized and operating under the laws of the State of California and each is a public entity 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 during the Fiscal Year 2024 – 2025 and Fiscal Year 2025 – 2026, and the Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

#### TERMS

**NOW, THEREFORE**, 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, 2026 (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 Rate.** In consideration of Authority's performance of the Services, the City shall pay to Authority the baseline rate ("Baseline Rate") of One Hundred Five Thousand Five Hundred Dollars (\$105,500.00) for fiscal year 2024–2025 and One Hundred Nine Thousand Seven Hundred Dollars (\$109,700.00) for fiscal year 2025–2026.
  - (b) **Pass-Through Rate.** In addition to the Baseline Rate, City shall pay to Authority the pass-through rate ("Pass-Through Rate") of Two Thousand Dollars (\$2,000) per fiscal year, which will be paid by Authority to Abode Services ("Abode") for County wide rental assistance services provided by Abode.
  - (c) **Maximum Annual Compensation.** The total compensation for the Services provided by Authority to the City under this Agreement, including the Baseline Rate and the Pass-Through Rate, shall not exceed \$107,500.00 for fiscal year 2024-2025 or \$111,700.00 for fiscal year 2025-2026 as detailed in the following table:

| COMPENSATION BREAKDOWN                                 |                |                |            |
|--|----------------|----------------|------------|
| Service Provided                                       | FY2024-25 Cost | FY2025-26 Cost | Total Cost |
| HACN Baseline Housing Services (Baseline Rate)         | \$105,500      | \$109,700      | \$215,200  |
| Abode Services - Rental Assistance (Pass-Through Rate) | \$2,000        | \$2,000        | \$4,000    |
| Total Service Cost                                     | \$107,500      | \$111,700      | \$219,200  |

(d) 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”), 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.

(e) 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 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, 2024, an invoice equal to 50% of the Baseline Rate for fiscal year 2024-2025 in the amount of \$52,750.00 plus the Pass-Through Rate for fiscal year 2024-2025 of \$2,000.00 for a total of \$54,750.00; and
- (b) On January 1, 2025, a second invoice for the remaining 50% of the Baseline Rate for fiscal year 2024-2025 in the amount of \$52,750.00.
- (c) On July 1, 2025, a third invoice for 50% of the Baseline Rate for fiscal year 2025-2026 in the amount of \$54,850 plus the Pass-Through Rate for fiscal year 2025-2026 in the amount of \$2,000.00 for a total of \$56,850.00; and
- (d) On January 1, 2024, a fourth invoice for the remaining 50% of the Baseline Rate for fiscal year 2025-2026 in the amount of \$54,850.00.

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.

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 breach this Agreement, 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, 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(c). 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 days following the date of deposit, whichever is earlier.

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

CITY OF AMERICAN CANYON  
Jason B. Holley, City Manager  
City of American Canyon  
4381 Broadway, Suite 201  
American Canyon, CA 94503

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.

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 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.

[Signature page follows.]

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 Authority and the City. 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**, this Agreement was executed by the Parties as of the date first above written.

**CITY:**

**CITY OF AMERICAN CANYON, a municipal corporation**

By: \_\_\_\_\_  
LEON GARCIA, Mayor, City Council

ATTEST:

By: \_\_\_\_\_  
TARESA GEILFUSS, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
WILLIAM D. ROSS, City Attorney

**AUTHORITY:**

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

By: \_\_\_\_\_  
STEVE POTTER, Executive Director

COUNTERSIGNED:

By: \_\_\_\_\_  
ERIKA LEAHY, City Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
SABRINA WOLFSON, Interim Authority General Counsel

**EXHIBIT "A"**

**Scope of Services**

| WORK PROGRAM   | DESCRIPTION  |
|--|--|
| <b>A. COUNTYWIDE ACTIVITIES</b>                      |  |
| 1. Section 8 Housing Services                        | HUD funded very low-income rental housing assistance program administer Countywide – 84% City of Napa, 12% American Canyon, & 4% elsewhere in County |
| 2. Continuum of Care                                 | Participate in Countywide Continuum of Care for delivery of homeless services & projects.  |
| <b>B. STANDARD HOUSING SERVICES</b>                  |  |
| 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>C. ADDITIONAL HOUSING SERVICES</b>                |  |
| 1. Additional housing services as mutually agreed to | TBD: The Authority shall be compensated for such additional services in accordance with Section 3(d).  |



**EXHIBIT "B"**

**MONITORING DETAIL**

| <b>Project</b>                   | <b>Type</b> | <b>Affordable Units</b> | <b>Task</b> | <b>Description</b>   |
|----------------------------------|-------------|-------------------------|-------------|--|
| Vineyard Crossing                | MF          | 70                      | Annually    | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Up-date project database.                         |
| Canyon Ridge Apartments          | MF          | 8                       | Annually    | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Up-date project database.                         |
| Village at Vintage Ranch         | MF          | 16                      | Annually    | Lease up certification. Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Up-date project database. |
| Lemos Pointe                     | MF          | 186                     | Annually    | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Up-date project database.                         |
| Napa Cove                        | MF          | 65                      | Annually    | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Up-date project database.                         |
| Valley View Apartments           | Senior      | 70                      | Annually    | Lease up certification. Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Up-date project database. |
| Heritage Park                    | BMR         | 7                       | Annually    | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database                                      |
| Chesapeake Homes                 | BMR         | 10                      | Annually    | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database                                      |
| Vineyard Place                   | BMR         | 25                      | Annually    | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database                                      |
| CDBG, HOME & CalHome Rehab Loans | loans       | 30*                     | Annually    | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database                                      |

|   |       |            |          |   |
|---|-------|------------|----------|---|
| HOME & CalHome First Time Homebuyer Loans | loans | 15*        | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database                                     |
| 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. |

MF = rental multifamily

BMR = Below Market Rate home ownership

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

\*\*Affordable units beyond the number identified above shall be billed on a time and material basis in accordance with Paragraph 3(d).