

EXHIBIT A

CALHOME PROGRAM INTERGOVERNMENTAL AGREEMENT FOR SERVICES

THIS CALHOME PROGRAM INTERGOVERNMENTAL AGREEMENT FOR SERVICES (this "Agreement") is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536 this ____ day of _____, 2021 ("Effective Date") by and between the City of American Canyon, a municipal corporation ("Grantee") and the Housing Authority of the City of Napa, a California public agency and Subrecipient of the Grantee (hereinafter "Program Operator"). Grantee and Program Operator 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. Grantee and Program Operator may be referred to collectively as "the Parties."

A. The Grantee has applied for and received grant funds from the California State Department of Housing and Community Development ("HCD") CalHome Program Grant") allocated through general obligation bond funds, pursuant to the Housing and Emergency Shelter Trust Fund Act of 2002 and 2006, respectively. Additionally pursuant to Chapter 6 of Part 2 Division 31 of the Health and Safety Code, commencing with Section 50650, and state regulations found in Title 25 of the California Code of Regulation, Division 1, Chapter 7, Subchapter 9 commencing with Section 7715, all as amended and in effect from time to time.

B. The Grantee's use of the Grant Funds is governed by that certain Standard Agreement 19-CalHome-13559 by and between the Grantee and HCD dated September 25, 2020 attached hereto as Exhibit A and incorporated herein by this reference ("the Standard Agreement"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Standard Agreement.

C. The Grantee wishes to utilize the CalHome Program Grant and any Reuse Funds to fund a First Time Homebuyer Mortgage Assistance Program ("FTHB Program") and Owner-Occupied Rehabilitation Program ("Rehabilitation Program") to engage the Program Operator to assist the Grantee in administering such program.

NOW, THEREFORE, it is agreed between the parties as follows:

1. SCOPE OF SERVICE

A. Activities. The Program Operator will be responsible for administering the FTHB Program and Rehabilitation Program (collectively, the "Programs") in a manner reasonably satisfactory to the Grantee and consistent with all standards required by the Standard Agreement. The Program Operator shall comply with all terms and conditions of the Standard Agreement applicable to the Services (defined below) being provided by Program Operator pursuant to this

EXHIBIT A

Agreement. The Program Operator will perform the program delivery activities and general administration activities described in subsection (1) and (2) below (collectively, "Services").

1. Program Delivery Activities. Program Operator will provide the following delivery activities:

FTHB Program: Loan application processing and underwriting, income determination, homebuyer education, preparation of loan documents, loan closings, and preparation of project closing documents and draw requests.

Rehabilitation Program: Loan application processing and underwriting, inspection and construction management services including documenting conditions of dwellings, developing bid specifications, conducting bid walks, holding pre-construction conferences, preparing contracts and loan documents, monitoring construction activities, preparing payment requests and lien waivers, preparing and recommending approval of change orders, inspecting completed work, preparing and recording Notices of Completion, and preparing project closing documents and draw requests, and providing technical assistance.

Determination of applicant eligibility, scope of work, amount of loans, change orders, and other similar decisions shall be the sole decision of the Grantee based upon the recommendation of the Program Operator.

2. General Administration. The Program Operator shall provide the following administrative services for the Programs: program outreach and marketing and preparation of reports required by the CalHome Program, including quarterly and annual Reuse Account Reports and Performance Reports.

B. Program Goals. In providing the Services, the Program Operator shall use best efforts to provide technical assistance and FTHB mortgage assistance to approximately 20 households and rehabilitation loans to approximately 10 households in the City.

C. Staffing. The Program Operator shall provide staff to operate the Programs. Staff assigned to the Programs may include an Affordable Housing Representative, Housing Secretary, Office Assistant, Management Analyst, Housing Rehab Specialist, Housing Rehab Supervisor, Housing Specialist, Assistant Housing Manager and Housing Manager.

EXHIBIT A

D. Performance Monitoring. The Grantee will monitor the performance of the Program Operator against goals and performance standards set forth herein. Substandard performance including, without limitation, as provided in Section 6.C, herein, as reasonably determined by the Grantee will constitute a material breach of, and non-compliance with, this Agreement. If action to correct such substandard performance is not taken by the Program Operator within 15 calendar days after being notified in writing by the Grantee, Grantee will be entitled to suspend and/or terminate this Agreement with 15 calendar days' notice.

2. TIME OF PERFORMANCE. This Agreement shall have a term of Five (5) years, starting on the ____ day of _____, 2021 and ending on the ____ day of _____, 2026 (the "Term"); provided however, the Term of this Agreement shall be automatically extended to cover any extensions of the deadline to expend Program funds set forth in Section 6 of Exhibit A of the Standard Agreement.

3 BUDGET.

FTHB Program Activity Delivery	\$200,000.00
OOR Program Activity Delivery	30,000.00
Total for Term of Agreement	\$230,000.00

Grantee will compensate Program Operator for the performance of Services under this Agreement in an amount not to exceed Two Hundred Thirty Thousand Dollars, \$230,000.00, as outlined above.

4. PAYMENT. The Grantee will pay Program Operator for:

Program Operator's time and expenses necessary to perform the Services as compensation in full for Services satisfactorily performed in compliance with this Agreement. The rate for Program Operator's time shall be the then-current fully burdened overhead rate (the "Fully Burdened Overhead Rate") for the employee performing the Services. The Fully Burdened Overhead Rate is an hourly billable rate that captures all Program Operator costs 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, and other benefits. The applicable Fully Burdened Overhead Rate will depend on the Program Operator employee performing the Services as each employee has a different Fully Burdened Overhead Rate that is calculated based on that particular employee's salary and benefits.

It is expressly agreed and understood that the total amount to be paid by the Grantee to Program Operator for the Services provided under this Agreement shall not exceed the total set forth in Section 3. Payments to Program Operator shall be made against the line item budgets specified in Section 3, herein. Program Operator shall not be entitled

EXHIBIT A

to any compensation for additional services provided without Grantee's prior written authorization.

Program Operator will submit a monthly itemized invoice to the Grantee for the Services provided during the preceding month. The invoice will identify the Services performed, the hours spent performing the Services, the applicable Fully Burdened Overhead Rate(s), and any authorized expenses. Grantee may require a more detailed invoice from Program Operator for the cost of Services provided under this Agreement, and the Program Operator shall provide such supplementary information within 30 calendar days in the form and content prescribed by the Grantee. The Grantee will pay the Program Operator within 30 days after receipt of each invoice.

5. NOTICES. Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee:

City Manager
Jason B. Holley, City Manager
4381 Broadway, Suite 201
American Canyon, CA 94503
707-647-4519

Program Operator:

Housing Authority of the City of Napa
Lark Ferrell, Housing Manager
P. O. Box 660
Napa, CA 94559
707-257-9543

6. SPECIAL CONDITIONS.

A. General Compliance. During the performance of this Agreement, the Program Operator agrees to comply with the requirements of Chapter 6 of Part 2 of Division 31 of the Health and Safety Code, commencing with Section 50650, and state regulation found in Title 25 of the California code of Regulation, Division 1, Chapter 7, Subchapter 9 commencing with Section 7715, the CalHome Guidelines, as applicable, in accordance with the type of assistance provided. The Program Operator also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the Services provided under this Agreement.

B. Workers' Compensation. The Program Operator shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. Suspension or Termination. The Grantee may suspend or terminate this Agreement if the Program Operator materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and

EXHIBIT A

CalHome Guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Program Operator to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of CalHome Program Grant funds; or
4. Program Operator's submission to the Grantee of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the Grantee or the Program Operator, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of this Agreement will not accomplish the purpose for which this Agreement was made, the Grantee may terminate this Agreement in its entirety. If this Agreement is terminated for convenience, Program Operator will be entitled to compensation for Services performed up to the notice of termination. Unless otherwise approved by Grantee, Program Operator shall refrain from providing any, and will not be entitled to compensation for, any services provided after the termination of this Agreement.

7. ADMINISTRATIVE REQUIREMENTS.

A. Documentation and Record-Keeping.

1. Records to be maintained. The Program Operator shall maintain all documents and records required that are pertinent to the Services to be provided by Program Operator under this Agreement. Title to and ownership of all such documents and records shall be in Grantee, which shall at all times be entitled to have access to, and possession and copies of, such documents and records. Such documents and records shall include, but not be limited to:
 - (a) Records providing a full description of each activity undertaken;
 - (b) Records required to determine the eligibility of activities;
 - (c) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CalHome assistance;
 - (d) Records documenting compliance with the fair housing and equal opportunity components of the CalHome program; and

EXHIBIT A

- (e) Financial records as required by the CalHome Standard Agreement.
- 2. Retention. The Program Operator shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the expiration or termination of this Agreement. Records for any displaced person must be kept for three (3) years after s/he has received final payment or four (4) years after the expiration or termination of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 3. Client Data. The Program Operator shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
- 4. Disclosure. The Program Operator understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Program Operator's responsibilities with respect to the Services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of the responsible parent/guardian. Notwithstanding the foregoing, Program Operator understands and agrees that such information is not private or confidential as to Grantee in Grantee's administration and oversight of Program Operator's responsibilities under this Agreement, and that Program Operator shall at all reasonable times provide Grantee with complete access to and complete copies of such information, including without limitation, all documents, records and materials retained by Program Operator, as determined to be necessary by Grantee.
- 5. Audits, Access and Inspections. Notwithstanding any other provision of this Agreement, all Program Operators documents, information, books, records and other materials with respect to any matters covered by this Agreement shall be made available to the Grantee, HCD, their designees or the State Government, at any time during normal business hours, as often and as promptly as the Grantee or HCD deems necessary, to audit, examine, copy and make excerpts or

EXHIBIT A

transcripts of all relevant information and data. Any deficiencies noted in audit reports that relate to matters within the responsibility and control of Program Operator must be corrected by the Program Operator in accordance with the audit report. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

- B. Reporting. Upon Grantee's request, the Program Operator shall submit a progress report to the Grantee in the form and content as required by the Grantee.

8. DISPLACEMENT, RELOCATION, AND ACQUISITION. The Program Operator shall comply with the State displacement, relocation, and real property acquisition rules governing the CalHome Program, which are contained in, and applicable to the State CalHome Regulations.

9. COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, AND GUIDELINES. The Program Operator agrees at all times to act with respect to the CalHome Program, CalHome activities, and use of funds committed herein in conformity with all laws applicable to the CalHome program including those of the State of California, all federal laws, all local rules or ordinances, all requirements of the CalHome program including the CalHome Statutes, Regulations and Guidelines, as applicable. Program Operator also agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Services.

- A. Civil Rights and Age Discrimination Acts Assurances. During the performance of the Services, the Program Operator assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by the California Fair Employment and Housing Act (Government Code, Section 12990, et. seq.), the Holden Act (Health & Safety Code, section 35800, et. seq.) Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- B. Prevailing Wage. The Program Operator will ensure where funds are used for construction work, or in support of construction work, the requirements of Chapter 1 (commencing with section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

EXHIBIT A

For the purposes of this requirement “construction work” includes, but is not limited to the rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement and as defined in Section 23 of Exhibit D of the attached Standard Agreement.

10. **INDEPENDENT ENTITIES.** Grantee and Program Operator are independent entities, and Grantee and Program Operator and their respective officers, agents and employees are not, and shall not be deemed, employees of the other agency for any purpose including, but not limited to, worker’s compensation and employee benefits.

11. **PRIVILEGES, IMMUNITIES AND OTHER BENEFITS.** 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.

12. **GENERAL PROVISIONS.**

A. **Amendments.** The Grantee or Program Operator may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each Party, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Program Operator from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons; provided however, if such amendments result in a change in the funding, the scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Program Operator.

B. **Indemnification.** To the full extent permitted by law, Program Operator will indemnify, hold harmless, release, and defend the Grantee (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 Program Operator’s negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement.

EXHIBIT A

Consistent with Civil Code Section 2782, Program Operator will not be obligated to indemnify Grantee for the proportionate share of the Liability caused by the Grantee's active negligence, sole negligence, or willful misconduct.

To the full extent permitted by law, Grantee will indemnify, hold harmless, release, and defend the Program Operator (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all Liability of any nature, arising out of, pertaining to, or relating to Grantee's negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement and the Standard Agreement. Consistent with Civil Code Section 2782, Grantee will not be obligated to indemnify Program Operator for the proportionate share of the Liability caused by the Program Operator's active negligence, sole negligence, or willful misconduct.

- C. 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, this 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.
- D. 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.
- E. 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.
- F. 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.
- G. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the

EXHIBIT A

meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

- H. 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.

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

GRANTEE:
City of American Canyon

PROGRAM OPERATOR:
Housing Authority of the City of Napa

Jason B. Holley, City Manager

Vincent Smith, Deputy Director

Attest:

Attest:

Cherri Walton, Interim City Clerk

Tiffany Carranza, Authority Secretary

Countersigned:

Joy Riesenberg, Deputy City Auditor

Approved As To Form:

Approved As To Form:

William D. Ross, City Attorney
Counsel

Michael Barrett, Authority General

EXHIBIT A

Exhibit A

CalHome Standard Agreement