

## COOPERATIVE JOINT POWERS HOMELESS SERVICES AGREEMENT

Between the County of Napa and the City of Napa

County of Napa Contract Number \_\_\_\_

City of Napa Contract Number \_\_\_\_

This Cooperative Joint Powers Homeless Services Agreement (this “Agreement”) between the City of Napa, a California charter city (“City”) and the County of Napa, a political subdivision of the State of California (“County”), for the administration and operation of cooperative homeless outreach and housing systems 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, as of this 1st day of July 2022 (“Effective Date”). City and County 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. City and County may be referred to collectively as “the Parties.”

### RECITALS

- A. Historically, City and County have partnered with each other to address the needs of individuals and families experiencing homelessness within Napa County. City has funded police department intervention activities (formerly called outreach activities) as well as 50% of year-round shelter operation costs for individuals and families experiencing homelessness. County has funded specialty mental health services for people with a serious mental illness, alcohol and drug recovery services for vulnerable individuals and families, as well as 50% of year-round shelter operation costs and 100% of temporary, pandemic-response and seasonal shelter operation costs.
- B. In 2016, City and County expanded their efforts to address the community’s homelessness and supportive housing crisis. These efforts have led to joint initiatives to gather stakeholder feedback, the completion of a comprehensive homeless systems analysis, and the development of data-driven recommendations for new, innovative change strategies for the City and County’s homeless housing and services system. The Parties agree that ensuring the experience of homelessness in Napa is rare, brief and non-recurring is a priority that cannot be achieved without full participation by both jurisdictions, as well as other key stakeholders.
- C. In 2017, County was awarded Whole Person Care Pilot Program funds which provided funding for certain outreach services, housing navigation, and tenancy care for Medic-Cal beneficiaries who were experiencing or at-risk of experiencing homelessness. The Whole Person Care Pilot Program concluded on December 31, 2021.
- E. The Parties intend that, beyond the funding provisions set forth in this Agreement, they shall continue their historical funding of programs and initiatives that have been pursued by each respective Party. County intends to continue its funding of specialty mental health services for people with a serious mental health illness, and alcohol and drug recovery services for vulnerable individuals and families, as well as both one-time and recurrent funding of various consultants to provide support for the initiatives and homeless support and placement systems described in this Agreement. City intends to fund outreach and diversion programs and continue its funding of homeless intervention initiatives and homeless encampment clean up.

- F. The Parties wish to continue their historical partnership to jointly lead efforts to reduce or eliminate homelessness to the greatest extent possible, and to act as partners in developing and implementing homeless system policy changes and efforts to transform and restructure the management of outreach, intake, facilities and placements of homeless individuals and families within Napa County. The Parties agree on the following priorities:
1. Diversion
  2. Street Outreach
  3. Housing Navigation
  4. Shelter Operations
  5. Tenancy Care
- G. The Parties wish to rescind and replace the Cooperative Joint Powers Homeless Services Agreement (County of Napa Contract Number 180225B, City of Napa Contract Number C2018 023) with this Agreement in order to set forth necessary cooperative procedures and protocols for the administration and operation of cooperative homeless outreach and housing systems, to set forth the respective obligations and payment responsibilities of the Parties, to provide for a reimbursement of costs from City to County for a portion of the cost of services already contracted for by the County, and to provide for mutual cooperation in the administration and implementation of cooperative efforts to address homelessness within the City and County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties hereby agree as follows:

1) DEFINITIONS.

For purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them in this Section:

“Agreement” means this Cooperative Joint Powers Homeless Services Agreement.

“City” means the City of Napa, a California charter city. “Continuum of Care” or “CoC” means the system developed by the United States Department of Housing and Urban Development that is intended to promote communitywide commitment to the goal of ending homelessness by providing funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness, promoting access to and effective utilization of mainstream programs by homeless individuals and families, and optimizing self-sufficiency among individuals and families experiencing homelessness.

“Coordinated Entry System” means the process and system to connect homeless individuals and families with the most appropriate housing and services resources as recommended by the U.S. Department of Housing and Urban Development and utilizing standardized assessment tools and processes, participation by all regional stakeholders and coordination amongst relevant agencies and organizations, which the Parties shall utilize as the primary referral mechanism.

“County” means the County of Napa, California, a political subdivision of the State of California.

“Effective Date” means the date identified in the first paragraph of this Agreement, which represents the date that this Agreement was fully executed by the required signatories of each Party.

“Fiscal Year” means the period of 12 consecutive months that commences on July 1<sup>st</sup> and ends on June 30<sup>th</sup>.

“HACN” means the Housing Authority of the City of Napa.

“Homelessness Management Information System” or “HMIS” means the database used to confidentially aggregate data on homeless populations served by the Parties, used to record and store client-level information on the characteristics and service needs of homeless individuals and families.

“HUD” means the United States Department of Housing and Urban Development.

“Initial Term” means the period from the Effective Date until June 30, 2025.

“Intervention and Enforcement” means the mobile field services designed to connect clients to services but also have a role in enforcing municipal codes, local ordinances, and other state and federal laws.

“Renewal Term” means each successive period of one (1) year that this Agreement is automatically renewed pursuant to the provisions of Section 5 of this Agreement.

“Shared Shelter Operations” means the annual management, maintenance, and operation of the Shelter System.

“Shelter System” means the Year-Round Emergency Shelter and Homeless Crisis Response System, the system of shelter facilities (including the Day Center, the South Napa Shelter, and Rainbow House) and associated cooperative crisis response protocols that shall be used to provide homeless individuals and families with shelter and beds and crisis response. Shelter System does not include the Winter Shelter Operations.

“Street Outreach and Engagement Services” means the mobile field services designed to engage clients with case management and connect to shelter, housing, and other case management services. While there are many organizations that might provide outreach and engagement activities, for the purposes of this Agreement, this definition is intended to refer to services that focus on client advocacy without policy or legal enforcement.

“Term” means the Initial Term and, if applicable, any Renewal Term.

“Winter Shelter Operations” means the management, maintenance and operation of temporary homelessness shelters and appurtenant facilities for the Winter months from November through March.

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2) COUNTY OBLIGATIONS. County shall be responsible for the following:

- a) Seeking out new and renewal funding opportunities that align with the priorities described in this Agreement. Examples of appropriate funding resources include but are not limited to: Federal Funding via HUD Continuum of Care, State Funding available through HCD (California Emergency Solutions Grants, CDBG-CV, etc.), CalICH (HHAP, HHIP, etc), Medi-Cal Waiver funding for housing and sheltering services, and other appropriate Federal, State and local sources as they become available.
- b) Using existing or new funds to provide case management and housing-based support services.
- c) Contracting or hiring staff to run all shelter operations, housing navigation and other case management services, housing placement and related rental assistance, and tenancy care services. County will assume responsibility for the management, monitoring and other activities related to the oversight of these contracts and services. County shall assign a County staff person to be the primary point of contact for these contracts.
- d) Contracting with consultants for one-time and on-going support for CoC Administrative Entity responsibilities, for as long as the County remains the designated CoC Administrative Entity, including development of the annual HUD Continuum of Care Notice of Funding Availability (NOFA) process and development of the Emergency Solutions Grant application process. Additional areas of technical assistance support under contract may include support with various aspects of CoC Administration, such as development and refinement of Governance Policies and Procedures;
- e) Providing staffing for oversight, implementation, and operation of the Coordinated Entry System.
- f) Participating actively with City and other community partners to create an ongoing housing inventory.
- g) Attending regular meetings with the City, consultants, and other stakeholder groups, as needed.
- h) Reviewing outcomes and other reports created by consultants or service providers.
- i) Requiring participation in HMIS by all County contractors that serve homeless households.

3) CITY OBLIGATIONS. City shall be responsible for the following:

- a) Seeking out new and renewal funding opportunities that align with the priorities described in this Agreement. Examples of appropriate funding resources include but are not limited to: Federal Funding via HUD Continuum of Care, State Funding available through HCD (California Emergency Solutions Grants, CDBG-CV, etc.),

- CalICH (HHAP, HHIP, etc) ), Medi-Cal Waiver funding for outreach, encampment resolution and prevention and diversion services, Emergency Rental as well as Section 8 housing vouchers and other appropriate Federal, State and local sources as they become available. and.
- b) Assigning a City staff person to be the main point of contact for all homeless services programs and needs.
  - c) Participating in the Continuum of Care.
  - d) Leading efforts on homeless encampment clean-ups on properties owned by the City of Napa.
  - e) Leading efforts to communicate with property owners in the City of Napa where homeless encampment clean-ups may be necessary.
  - f) Leading efforts to provide low level interventions and enforcement to assist law enforcement and fire agencies with individuals experiencing unsheltered homelessness. The primary goal of intervention and enforcement is to connect clients with the outreach team or other case management services.
  - g) Contracting or hiring staff to run all street outreach and engagement services to connect clients to CalAIM, shelter, all housing, and other case management services. City will assume responsibility for the management, monitoring and other activities related to the oversight of these contracts and services. City shall assign a City staff person to be the primary point of contact for this contract.
  - h) Contracting for or hiring staff to run a Diversion Program to provide rapid resolution to prevent or exit homelessness. City will assume responsibility for the management, monitoring and other activities related to the oversight of these contracts and services. City shall assign a City staff person to be the primary point of contact for this contract.
  - i) City will transfer all open and existing clients being provided housing navigation or housing tenancy care to County and/or its subcontractors by July 31, 2022, unless HACN or City has a direct contract for services (i.e. Diversion, Section 8 Vouchers, Shelter Plus Care, Tenant Based Rental Assistance).
  - j) Participating actively with the County and other community partners to create permanent supportive housing inventory.
  - k) Attending regular meetings with the County, consultants, Shelter System Operator, and housing services providers as needed.
  - l) Reviewing outcomes and other reports created by consultants, contractors, and County.
  - m) Requiring participation in HMIS by all City staff and contractors that serve homeless households. All encounters should be entered within 72 hours.
  - n) Collaborating with HACN with the goal of:
    - 1. Identifying potential special purpose vouchers or set-asides of Housing Choice Vouchers for homeless referrals from the CES system.

2. Identifying potential funding opportunities for the homeless system which may include funding for permanent supportive housing, rapid rehousing, and housing-based support services.
3. Including unit designated for homeless referred by the CEST system as part of project-based vouchers (PBVs) in rental projects.
4. Continuing HACN participation in the Continuum of Care
5. Participating in meetings with the County and City on housing and homeless systems efforts, as requested.
6. Seeking to collaborate to remove unnecessary barriers for homeless to participate in the Housing Choice Voucher program.

4) APPORTIONMENT OF COSTS FOR PROVISION OF HOMELESSNESS SERVICES.

- a) County shall pay for the full cost of Winter Shelter Operations.
- b) City shall pay County an amount not to exceed \$765,000 in Fiscal Year 2022-2023 as reimbursement for 50% of costs of Shared Shelter Operations not otherwise covered by a grant or assigned funding source. Each Fiscal Year thereafter during the Term, the City shall pay County 50% of costs of Shared Shelter Operations in an amount not to exceed \$765,000 per Fiscal Year, unless the Parties otherwise agree in writing, in which case the City shall pay the agreed upon amount. City shall make payments in accordance with Section 6.
- c) City and County agree to work cooperatively on a fiscal year basis to establish the annual budget for Shared Shelter Operations that shall be shared equally, absent other funding sources. By no later than April 1, 2023 and each April 1<sup>st</sup> thereafter during the Term, City and County shall agree in writing on a proposed budget for Shared Shelter Operations to be provided to the contracted Shelter Operator for the following Fiscal Year.
- d) By separate agreements, the City and County may enter cost sharing or grant fund sharing arrangements to support the priorities of this Agreement and the homeless services system.

5) TERM. The Initial Term of this Agreement shall be from the Effective Date until June 30, 2025, unless earlier terminated in accordance with Section 7. At the end of the Initial Term, this Agreement shall automatically renew each Fiscal Year (July 1- June 30) unless otherwise terminated in accordance with Section 7. The obligations of the Parties under Paragraph 9 (Insurance) and Paragraph 10 (Indemnification) shall survive the expiration or earlier termination of this Agreement in relation to acts or omissions occurring prior to such expiration or earlier termination.

6) METHOD OF PAYMENT. County shall invoice City quarterly during the Initial Term and any Renewal Terms of this Agreement. Such payments will be made by City within 30 days after receipt of any invoice from the County.

7) TERMINATION OF AGREEMENT. This Agreement may be terminated as follows: 1) without cause by either party after providing not less than six (6) months written notice of the terminating party's intent to terminate to the other party, with the termination to be effective as of

the beginning of the following Fiscal Year; or 2) 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 and fail to cure such failure or breach within ten (10) days of receipt of written notice from the non-defaulting party describing the nature of the breach.

8) 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 certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give to the other party shall be addressed to the other party at the address set forth below. 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.

<p>COUNTY County Executive Officer 1195 Third Street, Suite 310 Napa, CA 94559</p>	<p>CITY City Manager P.O. Box 660 Napa, CA 94559</p>
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9) INSURANCE. City and County shall each maintain in full force and effect throughout the Term of this Agreement and thereafter as to matters occurring during the term of this Agreement the following insurance coverage:

a) Workers' Compensation Insurance. City and County shall each provide, to the extent required by law, workers' compensation insurance in the performance of all duties under this Agreement.

b) General Liability Insurance. Any services performed by the Parties under this Agreement shall be covered by general liability coverage and the Parties shall maintain adequate liability coverage during the term of this Agreement. County acknowledges that City maintains a self-insured retention of \$150,000 which amount is subject to change at any time by action of the City of Napa City Council.

10) INDEMNIFICATION.

To the fullest extent permitted by law, County shall indemnify, defend and hold City and its elected and appointed officials, officers, employees and agents harmless from any and all loss, claims or liability asserted against or incurred by City by reason of any act or omission of County or any employees of County during the term of this Agreement. To the fullest extent permitted by law, City shall indemnify, defend and hold County and its elected and appointed officials, officers, employees and agents harmless from all loss, damage, claims or liability asserted against or incurred by County by reason of any act or omission of City or any employee of City during the term of this Agreement.

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11) INDEPENDENT ENTITIES

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code 6500 *et seq*, City and County are independent entities, and City and County and the respective officers, agents and employees of City and County 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.

12) 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.

13) THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14) GENERAL PROVISIONS.

a) Headings. The heading titles for each paragraph 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.

b) 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 shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

c) Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall 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 shall be filed and heard in a court of competent jurisdiction in the County of Napa.

d) Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

e) Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the duties be delegated without the written consent of the other party to this Agreement. Any attempt to assign or delegate this Agreement without the written consent of the other party shall be void and of no force or effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

f) Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

g) Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

h) Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral, including the Cooperative Joint Powers Homeless Services Agreement dated October 1, 2017 (County of Napa Contract Number 180225B, City of Napa Contract Number C2018 023). The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

(i) 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 County.

**[signatures on following page.]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the Effective Date.

**CITY OF NAPA:**

\_\_\_\_\_  
Steve Potter, City Manager

**ATTEST:**

\_\_\_\_\_  
Tiffany Carranza, City Clerk

**COUNTERSIGNED:**

\_\_\_\_\_  
Joy Riesenberg, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Barrett, City Attorney

**NAPA COUNTY:**

By \_\_\_\_\_  
RYAN GREGORY, Chair of the Board of  
Supervisors

**ATTEST:**

\_\_\_\_\_  
Neha Hoskins, Clerk of the Board of  
Supervisors

**APPROVED AS TO FORM:**

S. Darbinian  
Silva Darbinian, Deputy, County Counsel's Office