

**GRANT TRANSFER AGREEMENT BETWEEN THE COUNTY OF NAPA AND
BUCKELEW PROGRAMS FOR THE TRANSFER OF GRANT NUMBER
CA0777L9T172315 AWARDED BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT, OFFICE OF COMMUNITY PLANNING AND
DEVELOPMENT**

THIS GRANT TRANSFER AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2025, by and between the County of Napa ("County"), a political subdivision of the State of California, and Buckelew Programs, a 501(c)3 nonprofit corporation ("Buckelew"), with its principal place of business at 201 Alameda del Prado, Novato, California.

RECITALS

WHEREAS, Buckelew provides supported housing and behavioral health services in the North Bay and in Napa County; and

WHEREAS, Buckelew is the recipient of a grant from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development ("HUD") for the project titled "Napa PSH 01.01.25-12.31.25, Grant Number CA0777L9T172315" (hereinafter referred to as the "Grant") to provide supportive living programs in Napa County ("Project"); and

WHEREAS, Buckelew is no longer able to continue the Project; and

WHEREAS, Buckelew would like to transfer the Grant to County so that County can continue the provision of services under the Grant; and

WHEREAS, the County is willing to accept the Grant and continue the Project as described in the original grant proposal, attached here to as Exhibit A.

TERMS

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GRANT TRANSFER

A. Buckelew hereby transfers and assigns to County all of its rights, interests, and obligations under the Grant, including but not limited to all remaining Grant funds, intellectual property, and other assets related to the Grant. County hereby accepts transfer of the Grant and agrees to assume all rights, interests, and obligations under the Grant as of the date of the approved transfer.

B. Condition Precedent: Transfer of the Grant from Buckelew to County shall become effective upon approval of the transfer by HUD. If HUD does not approve the contemplated transfer, this Agreement shall become null and void.

2. PROJECT CONTINUATION

Upon HUD approval of the Grant transfer, County agrees to continue the Project as described in the original Grant proposal, subject to any necessary adjustments or modifications required or approved by the HUD. County will submit any necessary updates or progress reports to the HUD in a timely manner.

3. BUDGET AND FINANCING

Upon HUD approval of the Grant transfer, all funds remaining from the Grant shall be transferred to the County, subject to the terms and conditions of the Grant and any applicable regulations of the HUD.

4. COMPLIANCE

A. Buckelew attests that it has complied with all of the terms and conditions of the Grant and all application regulations of HUD. Bucklew hereby accepts liability for all funds expensed and activities conducted prior to the transfer and hereby agrees to defend, indemnify and hold County harmless from any claims, suits, proceedings, loss or liabilities, including reasonable attorney's fees, arising out of or in connection with any acts or omissions of Bucklew, or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations that were required of Buckelew under the Grant prior to the transfer.

B. Napa County agrees to comply with all terms and conditions of the Grant and any applicable regulations of the HUD. Liability for all funds expensed and activities conducted after the transfer are with the Napa County.

C. Buckelew will has maintained accurate financial and client records of all Grant-related activities until the transfer date and will maintain those records for a period of not less than seven (7) years, or longer if required by the Grant, for any future compliance review or audit.

D. Buckelew and Napa County agree to fully cooperate with HUD and the Napa City and County Continuum of Care conduct a review the grant performance for the performance period.

5. NOTICES

All notices, bills, and payments shall be made in writing and may be given by personal delivery by mail. Notices, bills and payments sent by mail shall be addressed as follows:

County:
County of Napa
South Campus

2751 Napa Valley Corporate Drive
Building B
Napa, CA 94558
Attention: Housing & Community Services

Buckelew:
201 Alameda del Prado
Novato, California, 94949
Attn: Chris Kughn

When so addressed, notices shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual personal delivery. Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

6. GOVERNING LAW

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUCKELEW PROGRAMS

By: Chris Kughn
Chris Kughn, LMFT, Chief Executive Officer

NAPA COUNTY, a political subdivision of the State of California

By: _____
Anne Cottrell, Chair of the
Board of Supervisors

Approved as to Form:

By: waived per Buckelew
_____, Counsel for
Buckelew Programs

APPROVED AS TO FORM Office of County Counsel By: <i>S. Darbinian</i> Deputy Date: April 8, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
--	--	--

EXHIBIT A
Grant Proposal