

**FUNDING AGREEMENT**  
**HomeBase Continuum of Care Services**  
**HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. C2021-236**  
**NAPA COUNTY AGREEMENT NO. \_\_\_\_\_**

Authority Budget Code: 84601-53201

**THIS AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ ("Effective Date"), by and between the Housing Authority of the City of Napa, a public corporation formed and governed by California Health and Safety Code Sections 34200, et seq ("Authority") and the County of Napa, a political subdivision of the State of California, ("County"). Authority and County 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. Collectively, Authority and County may be referred to as the Parties.

**RECITALS**

**WHEREAS**, County and Authority desire and intend to enter into this Agreement in accordance with the provisions of the Joint Exercise of Powers Act (Government Code Sections 6500, et seq.), in particular the immunity provisions of Government Code Section 6513; and

**WHEREAS**, County previously entered into a contractual agreement ("HomeBase Agreement") with Center for Common Concerns, Inc. (hereinafter, "HomeBase") for the purposes of preparing and submitting an application for Continuum of Care funding to the Federal Department of Housing and Urban Development ("HUD") as part of the local effort to end homelessness; a copy of the HomeBase Agreement is attached hereto as "Exhibit A" and incorporated herein by reference ("HomeBase Agreement"); and

**WHEREAS**, under the terms of the HomeBase Agreement, HomeBase prepares and manages the application for the Napa Continuum of Care's Notice of Funding Availability through HUD, along with providing assistance to applicants for specific project assistance. This consulting relationship is of direct benefit to Authority, as Authority's Shelter Plus Care Program is operated with funding received through HUD Continuum of Care grant awards; and

**WHEREAS**, HomeBase Agreement, which also includes preparing materials for other HUD grant applications and competitions, also assists Authority in providing the community with permanent supportive housing; and

**WHEREAS**, County and Authority agree that the work produced by HomeBase under the HomeBase Agreement is also of benefit to Authority; and

**WHEREAS**, County and Authority wish to enter into this Agreement to establish the terms and conditions upon which the Authority will reimburse County for a portion of the County's cost of the HomeBase Agreement.

**TERMS**

NOW, THEREFORE, County and Authority hereby agree to the terms and conditions set forth herein:

1. TERM OF THE AGREEMENT. The term of this Agreement shall cover the period of July 1, 2021 through June 30, 2022, unless terminated earlier in accordance with Paragraphs 8 (Termination for Cause) or 9 (Termination for Convenience).

2. SCOPE OF SERVICES. County shall manage HomeBase services, administer the HomeBase Agreement and ensure that HomeBase completes all tasks, produces all required deliverables, meets timing requirements and otherwise satisfactorily performs those duties and responsibilities performed under the HomeBase Agreement as described in the HomeBase Scope of Work (collectively, the "Services"). At Authority's request, County shall furnish Authority with a brief written summary outlining HomeBase's performance under the HomeBase Agreement, including all HUD grant funding application outcomes and details regarding the accomplishment of tasks in the HomeBase Scope of Work.

3. COMPENSATION.

(a) Rates. In consideration of the County's performance of the Services, within 60 days of Authority's receipt of an invoice from County, Authority shall pay to the County a total of \$17,687.00 to reimburse the County for a portion of the cost of the HomeBase Agreement.

(b) Maximum Amount. The maximum payment to County by Authority under this Agreement shall not exceed \$17,687.00.

4. METHOD OF PAYMENT.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by County to Authority of an itemized billing invoice in a form acceptable to Authority.

5. INDEPENDENT CONTRACTOR. County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County, are not, and shall not be deemed Authority employees for any purpose, including workers' compensation and employee benefits. County shall, at County's own risk and expense, determine the method and manner by which duties imposed on County by this Agreement shall be performed; provided, however, that Authority may designate its Housing Manager as Authority representative to participate in the monitoring of the work performed by HomeBase under this Agreement. Authority shall not deduct or withhold any amounts whatsoever from the compensation paid to County.

6. 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.

7. HOLD HARMLESS/DEFENSE/INDEMNIFICATION.

(a) In General. To the full extent permitted by law, County and Authority shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Character and Fitness. County accepts responsibility for determining and approving the character and fitness of HomeBase. Notwithstanding anything to the contrary in this Paragraph, Authority shall hold County and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or County's actions in this regard.

8. TERMINATION FOR CAUSE. Either party may terminate this Agreement prior to expiration as a result of a breach by the other party of any material term of this Agreement. Following receipt of written notice by the non-defaulting party of such breach, the defaulting party shall have thirty (30) days from the date of receipt to cure the breach. If after 30 days from receipt of the notice of default the breach has not been cured, the non-defaulting party may terminate this Agreement by giving the other party no less than (7) days prior written notice of the termination, specifying the effective date of the termination.

9. TERMINATION FOR CONVENIENCE. If the HomeBase Agreement is terminated for any reason, this Agreement shall automatically terminate at the same time. Upon termination, Authority's obligation to County shall be limited to its pro rata share, which is 14%, of any costs incurred by County under the HomeBase Agreement prior to the date of such termination of the HomeBase Agreement.

10. DISPOSITION OF TITLE TO AND PAYMENT FOR WORK UPON EXPIRATION OR TERMINATION. County shall provide Authority copies of all documents produced by HomeBase in the same electronic format provided to County at the time of completion of work.

11. 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.

12. 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 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.

## COUNTY

Director of  
Housing and Homeless Services  
Napa County Health and Human Services  
2751 Corporate Valley Drive, Building B  
Napa, CA 94558

## AUTHORITY

Lark Ferrell  
Housing Authority of the City of Napa  
P.O. Box 660  
Napa, CA 94559

13. CONFIDENTIALITY. County shall treat all information obtained from Authority in the performance of this Agreement as confidential and proprietary to Authority. Authority shall treat all records and work product prepared or maintained by County in the performance of this Agreement as confidential. County agrees that it will not use any information obtained as a consequence of the performance of the Services for any purpose other than fulfillment of the HomeBase Scope of Work. County will not disclose any information prepared for Authority, or obtained from Authority or obtained as a consequence of the performance of the Services, to any person other than Authority, or its own employees, agents or subcontractors, who have a need for the information for the performance of the Services under this Agreement unless such disclosure is specifically authorized in writing by the Authority. County shall advise Authority of any request for disclosure of information or of any actual or potential disclosure of information. County's obligations under this paragraph shall survive the termination of this Agreement.

14. AMENDMENT/MODIFICATION. Except as specifically provided herein, this Agreement may only be modified or amended in a writing signed by both parties. County 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.

15. INTERPRETATION; VENUE.

(a) Interpretation. The headings used herein are for reference only. 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 without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

16. COMPLIANCE WITH LAWS. County shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

17. AUTHORITY TO CONTRACT. County and Authority each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

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

19. 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.

20. 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.

21. ENTIRETY OF CONTRACT. This Agreement 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.

22. 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.

[signatures on the following page.]

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

**COUNTY:**

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
ALFREDO PEDROZA, Chair

<b>APPROVED AS TO FORM</b> Office of County Counsel  By: <u>S. Darbinian</u> Deputy County Counsel  Date: _____	<b>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</b>  Date: _____ Processed By: _____ Deputy Clerk of the Board	<b>ATTEST:</b> Clerk of the Board of Supervisors  By: _____
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**HOUSING AUTHORITY OF THE CITY OF NAPA, a public corporation**

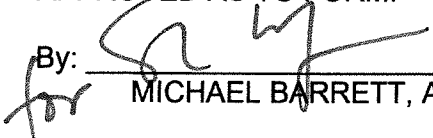
By:   
Vincent Smith, Deputy Director

ATTEST:  
By:   
TIFFANY CARRANZA, Authority Secretary

**COUNTERSIGNED:**

By:   
JOY RIESENBERG, City Auditor

**APPROVED AS TO FORM:**

for By:  Sabrina S. Wolfson, Deputy City Attorney  
MICHAEL BARRETT, Authority General Counsel

**EXHIBIT “A”**

**Home Base Agreement**

# EXHIBIT A

HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. C2020-176

NAPA COUNTY AGREEMENT NO. 200374B

Authority Budget Code: 84601-53201

## FUNDING AGREEMENT HomeBase Continuum of Care Services

**THIS AGREEMENT** (this "Agreement") is made and entered into as of this 9th day of June, 2020 ("Effective Date"), by and between the Housing Authority of the City of Napa, a public corporation formed and governed by California Health and Safety Code Sections 34200, et seq ("Authority") and the Napa County, a political subdivision of the State of California, ("County"). Authority and County 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. Collectively, Authority and County may be referred to as "the Parties."

### RECITALS

**WHEREAS**, County and Authority desire and intend to enter into this Agreement in accordance with the provisions of the Joint Exercise of Powers Act (Government Code Sections 6500, et seq.), in particular the immunity provisions of Government Code Section 6513; and

**WHEREAS**, County previously entered into a contractual agreement ("HomeBase Agreement") with Center for Common Concerns, Inc. (hereinafter, "HomeBase") for the purposes of preparing and submitting an application for Continuum of Care funding to the Federal Department of Housing and Urban Development ("HUD") as part of the local effort to end homelessness; a copy of the HomeBase Agreement is attached hereto as "Exhibit A" and incorporated herein by reference ("HomeBase Agreement"); and

**WHEREAS**, under the terms of the HomeBase Agreement, HomeBase prepares and manages the application for the Napa Continuum of Care's Notice of Funding Availability through HUD, along with providing assistance to applicants for specific project assistance. This consulting relationship is of direct benefit to Authority, as Authority's Shelter Plus Care Program is operated with funding received through HUD Continuum of Care grant awards; and

**WHEREAS**, HomeBase's Agreement, which also includes preparing materials for other HUD grant applications and competitions, also assists Authority in providing the community with permanent supportive housing; and

**WHEREAS**, County and Authority agree that the work produced by HomeBase under the HomeBase Agreement is also of benefit to Authority; and

**WHEREAS**, County and Authority wish to enter into this Agreement to establish the terms and conditions upon which the Authority will reimburse County for a portion of the County's cost of the HomeBase Agreement.



# EXHIBIT A

## TERMS

NOW, THEREFORE, County and Authority hereby agree to the terms and conditions set forth herein:

1. TERM OF THE AGREEMENT. The term of this Agreement shall cover the period of July 1, 2019 through June 30, 2021, unless terminated earlier in accordance with Paragraphs 8 (Termination for Cause) or 9 (Termination for Convenience).

2. SCOPE OF SERVICES. County shall manage HomeBase's services, administer the HomeBase Agreement and ensure that HomeBase completes all tasks, produces all required deliverables, meets timing requirements and otherwise satisfactorily performs those duties and responsibilities performed under the HomeBase Agreement as described in the HomeBase Scope of Work (collectively, the "Services"). At Authority's request, County shall furnish Authority with a brief written summary outlining HomeBase's performance under the HomeBase Agreement, including all HUD grant funding application outcomes and details regarding the accomplishment of tasks in the HomeBase Scope of Work.

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(a) Rates. In consideration of the County's performance of the Services, within 60 days of Authority's receipt of an invoice from County, Authority shall pay to the County a total of \$17,687.00 each fiscal year to reimburse the County for a portion of the cost of the HomeBase Agreement.

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## EXHIBIT A

Agreement.

### 7. HOLD HARMLESS/DEFENSE/INDEMNIFICATION.

(a) In General. To the full extent permitted by law, County and Authority shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Character and Fitness. County accepts responsibility for determining and approving the character and fitness of HomeBase. Notwithstanding anything to the contrary in this Paragraph, Authority shall hold County and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or County's actions in this regard.

8. TERMINATION FOR CAUSE. Either party may terminate this Agreement prior to expiration as a result of a breach by the other party of any material term of this Agreement. Following receipt of written notice by the non-defaulting party of such breach, the defaulting party shall have thirty (30) days from the date of receipt to cure the breach. If after 30 days from receipt of the notice of default the breach has not been cured, the non-defaulting party may terminate this Agreement by giving the other party no less than (7) days prior written notice of the termination, specifying the effective date of the termination.

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11. 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.

12. 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 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

## EXHIBIT A

five days following the date of deposit, whichever is earlier.

### COUNTY

Director of  
Housing and Homeless Services  
Napa County Health and Human Services  
2751 Corporate Valley Drive, Building B  
Napa, CA 94558

### AUTHORITY

Lark Ferrell  
Housing Authority of the City of Napa  
P.O. Box 660  
Napa, CA 94559

13. CONFIDENTIALITY. County shall treat all information obtained from Authority in the performance of this Agreement as confidential and proprietary to Authority. Authority shall treat all records and work product prepared or maintained by County in the performance of this Agreement as confidential. County agrees that it will not use any information obtained as a consequence of the performance of the Services for any purpose other than fulfillment of the HomeBase Scope of Work. County will not disclose any information prepared for Authority, or obtained from Authority or obtained as a consequence of the performance of the Services, to any person other than Authority, or its own employees, agents or subcontractors, who have a need for the information for the performance of the Services under this Agreement unless such disclosure is specifically authorized in writing by the Authority. County shall advise Authority of any request for disclosure of information or of any actual or potential disclosure of information. County's obligations under this paragraph shall survive the termination of this Agreement.

14. AMENDMENT/MODIFICATION. Except as specifically provided herein, this Agreement may only be modified or amended in a writing signed by both parties. County 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.

15. INTERPRETATION; VENUE.

(a) Interpretation. The headings used herein are for reference only. 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 without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

16. COMPLIANCE WITH LAWS. County shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

17. AUTHORITY TO CONTRACT. County and Authority each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

## EXHIBIT A

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

19. 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.

20. 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.

21. ENTIRETY OF CONTRACT. This Agreement 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.

22. 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.

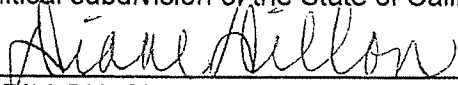
[signatures on the following page.]

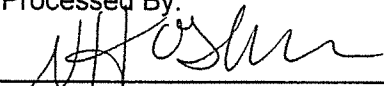
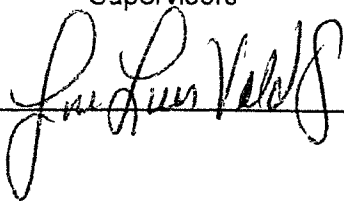
## EXHIBIT A

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

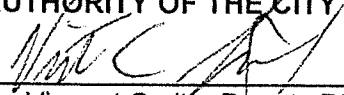
### COUNTY:

NAPA COUNTY, a political subdivision of the State of California

By:   
DIANE DILLON, Chair


<b>APPROVED AS TO FORM</b> Office of County Counsel By: <u>S. Darbinian</u> Deputy County Counsel Date: <u>June 2, 2020</u>	<b>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</b> Date: <u>June 9, 2020</u> Processed By: <u></u> Deputy Clerk of the Board	<b>ATTEST: JOSE LUIS VALDEZ</b> Clerk of the Board of Supervisors By: <u></u>
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### HOUSING AUTHORITY OF THE CITY OF NAPA, a public corporation

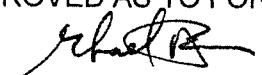
By:   
Vincent Smith, Deputy Director

ATTEST:  
By:   
TIFFANY CARRANZA, Authority Secretary

### COUNTERSIGNED:

By:   
JOY RIESENBERG, City Auditor

### APPROVED AS TO FORM:

By:   
MICHAEL BARRETT, Authority General Counsel

# **EXHIBIT A**

## **EXHIBIT "A"**

### **Home Base Agreement**