

**AMENDMENT NO. 1 OF
NAPA COUNTY AGREEMENT NO. 180084B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 180084B is effective as of the 23rdst day of April, 2024 between NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) and **FAIR HOUSING NAPA VALLEY.**, a California nonprofit corporation, whose mailing address is 1303 Jefferson Street, Suite 200-A, Napa, CA 94559 (hereinafter referred to as “CONTRACTOR”). COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, the Federal Fair Housing Act (Title VII of the Civil Rights Act of 1968) has the mission to eliminate housing discrimination and promote residential integration; and

WHEREAS, the California Development Block Grant requires its grantees to affirmatively promote fair housing, and maintain a system for receiving and referring complaints of housing discrimination to the Federal Department of Employment and Housing; and

WHEREAS, COUNTY is a grantee of the California Development Block Grant; and

WHEREAS, COUNTY in support of the Federal Fair Housing Act, and for compliance with California Development Block Grant requirements, wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide fair housing services to the community to counsel landlords and tenants of their rights and responsibilities, to provide homeownership counseling, and to provide public outreach about housing discrimination; and

WHEREAS, COUNTY and CONTRACTOR have discussed and agreed to extend the services under the terms and conditions set forth herein; and

WHEREAS, the Parties wish to amend the Agreement to modify the scope of services and costs thereof for the upcoming fiscal year.

TERMS

NOW THEREFORE, the Parties amend the Agreement as follows:


1. Exhibit A and all previous Addenda to Exhibit A are hereby replaced in their entirety with “Exhibit A-1,” attached hereto and incorporated by this reference as though fully set forth herein; all references in the Agreement to Exhibit “A” shall refer to “Exhibit A-1,” effective April 23, 2024.
2. Exhibit B and all previous Addenda to Exhibit B are hereby replaced in their entirety with “Exhibit B-1,” attached hereto and incorporated by this reference as though fully set

forth herein; all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1," effective April 23, 2024.

3. The maximum compensation under this Amendment No. 1 will be \$240,000.00.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 of Agreement No. 180084B as of the date first above written.

FAIR HOUSING NAPA VALLEY

By:  _____
PABLO ZATARAIN, Executive Director
"CONTRACTOR"

COUNTY OF NAPA, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair of the Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian</p> <p>Date: April 9, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide the following services to County:

Fair Housing Program

Fair Housing Napa Valley (FHNV) will provide a Fair Housing Program to educate and offer services to the County of Napa (County) in relation to the Federal Fair Housing Act of 1968, as well as State of California protections for persons regarding housing discrimination. Each complaint will be thoroughly investigated and referred to the appropriate agency for administrative or legal filing, when applicable. Any cases filed as a result of discrimination will be reported to the County in the form of a press release once a final resolution has been reached. Referral options will be discussed with clients when applicable, to determine the appropriate venue for their case. All fair housing complaints will be filed through the US Department of Housing and Urban Development (HUD), the California Department of Fair Employment and Housing (DFEH), or a private attorney in Federal Court. In addition, FHNV will conduct fair housing testing regarding complaints, where appropriate, and will offer related trainings in the County.

FHNV will deliver these services through community outreach and education, distribution of information, counseling, advocacy, and enforcement of federal and state anti-discrimination laws. These services, including education and outreach, will be provided in English and in Spanish through on-site bilingual staff. Clients in need of translated services in other languages will be accommodated through use of the Language Line, a third-party phone service.

General Housing Counseling Services- Landlord/ Tenant

FHNV shall respond to all inquiries for general housing counseling from tenants and landlords within the County, regarding their rights and responsibilities including but not limited to the following areas: termination of tenancy, evictions, habitability, repairs/ maintenance, abandonment, nuisances, and other general housing complaints. In addition, FHNV will utilize the mediation process to assist tenants and landlords in resolving existing issues. This process will help ensure that only the more complex cases are filed in court venue, and will aid the County's court system by reducing the number of Landlord/ Tenant cases that may be filed. These services will also be provided to the County's mobile home park residents, whose housing is governed by Mobile Home Residency Laws and the California Department of Housing and Community Development.

Through the mediation process, FHNV will ensure both parties are fully educated on the proper use of mandatory tenancy forms and documents. Additionally, agency staff will ensure that all parties are clear on the proper procedure(s) and timeline(s) needed to execute next steps, as applicable. FHNV also offers education and outreach- and referral- resources for clients regarding these types of cases, ensuring they are informed of their rights and have alternate options should

they seek additional assistance or representation.

General Services to County Staff

FHNV will be available to all County of Napa staff to address any requests or circumstances that fall within the outlined scope of services outlined above. County staff will be able to utilize FHNV as a means of support and as a resource to receive data and technical assistance as needed regarding County-wide issues. FHNV will work in conjunction with the Code Enforcement, Building, Fire, and other appropriate departments when issues are identified that require enforcement and will also inform the appropriate staff when larger issues are discovered that may impact the County or its residents. Such cases will be presented to the appropriate County staff, along with supporting documentation and suggestions for a resolution.

FHNV will also be available to provide training/ presentations to County staff throughout the contract period to ensure staff is familiar with appropriate referrals to FHNV, general knowledge of fair housing and Affirmatively Furthering Fair Housing (AFFH) obligations, and recent housing trends affecting County residents.

Reporting

FHNV shall maintain written records of all inquiries, cases, and complaints, and shall submit a yearly report to County staff that summarizes the number and types of inquiries, as well as demographic data regarding persons served. All records shall be made available to County representatives for review upon request.

As required by Government Code 7550, each document or report prepared by FHNV for or under the direction of the County pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontractor dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

COUNTY shall reimburse contractor at a rate of \$240,000 per Fiscal Year for services provided.