

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES BY AND BETWEEN THE
HOUSING AUTHORITY OF THE CITY OF NAPA AND THE CITY OF ST. HELENA**

**HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. _____
CITY OF ST. HELENA AGREEMENT NO. _____**

THIS AGREEMENT FOR SERVICES (this "Agreement") is made and entered into as of July 1, 2018 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic (the "Authority"), and the CITY OF ST. HELENA, a municipal corporation (the "City") under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536. City and Authority 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. The Authority and City are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to obtain housing services from the Authority during the Fiscal Year 2018 – 2019 and Fiscal Year 2019 – 2020, and the Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, City and Authority agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2020 (the "Term") unless earlier terminated in accordance with Paragraphs 7 or 8 of this Agreement.
2. **Scope of Services.** Authority shall provide the City those services set forth in Exhibit "A", attached hereto and incorporated by reference herein (the "Services").
3. **Compensation.**
 - (a) **Baseline Rates.** In consideration of Authority's performance of the Services, the City shall pay to Authority the baseline rate ("Baseline Rate") of Thirty Four Thousand Six Hundred Fourteen Dollars (\$34,614.00) for fiscal year 2018–2019 and Thirty Five Thousand Six Hundred Fifty Three Dollars (\$35,653.00) for fiscal year 2019–2020.
 - (b) **Pass-Through Rate.** In addition to the Baseline Rate, City shall pay to Authority the pass-through rate ("Pass-Through Rate") of Four Thousand Dollars (\$4,000) per fiscal year, of which Two Thousand Dollars (\$2,000) per fiscal year will be paid by Authority to Abode Services ("Abode") for Countywide rental assistance services provided by Abode and Two Thousand Dollars (\$2,000) per fiscal year will be paid by Authority to Fair Housing Napa Valley ("Fair Housing") for Countywide fair housing, general housing and counseling services provided by Fair Housing.

(c) **Maximum Annual Compensation.** The total compensation for the Services provided by Authority to the City under this Agreement, including the Baseline Rate and the Pass-Through Rate, shall not exceed \$38,614.00 for fiscal year 2018-2019 or \$39,653.00 for fiscal year 2019-2020 as detailed in the following table:

| COMPENSATION BREAKDOWN | | | |
|--|----------------|----------------|------------|
| Service Provided | FY2018-19 Cost | FY2019-20 Cost | Total Cost |
| HACN Baseline Housing Services (Baseline Rate) | \$34,614 | \$35,653 | \$70,267 |
| Abode Services - Rental Assistance (Pass-Through Rate) | \$2,000 | \$2,000 | \$4,000 |
| Fair Housing Napa Valley - Fair Housing, General Housing and Counseling Services (Pass-Through Rate) | \$2,000 | \$2,000 | \$4,000 |
| Total Service Cost | \$38,614 | \$39,653 | \$78,267 |

(d) **Rate for Additional Services.** If the City authorizes Authority to perform services that are not included in the Scope of Services set forth in Exhibit "A," Authority will be compensated for such services on a time and materials basis. The rate for Authority'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 Authority costs (direct and indirect) 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, other benefits, and indirect costs including departmental and citywide administrative overhead allocations. The applicable Fully Burdened Overhead Rate will depend on the Authority 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.

Any grant program administration or activity delivery services provided by Authority to City for HOME loans after the expiration or termination of the Intergovernmental Agreement between Authority and City dated July 1, 2017 shall be considered additional services subject to the Fully Burdened Overhead Rate; provided however, the Fully Burdened Overhead Rate for such services shall exclude any indirect Authority costs, such as overhead allocations.

4. **Method of Payment.** The Authority shall provide to City an invoice for payment for the Services on the following dates and in the following amounts:

- (a) On July 1, 2018, an invoice equal to 50% of the Baseline Rate for fiscal year 2018-2019 in the amount of \$17,307.00 plus the Pass-Through Rate for fiscal year 2018-2019 of \$4,000.00 for a total of \$21,307.00; and

- (b) On January 1, 2019, a second invoice for the remaining 50% of the Baseline Rate for fiscal year 2018-2019 in the amount of \$17,307.00.
- (c) On July 1, 2019, a third invoice for 50% of the Baseline Rate for fiscal year 2019-2020 in the amount of \$17,826.50 plus the Pass-Through Rate for fiscal year 2019-2020 in the amount of \$4,000.00 for a total of \$21,826.50; and
- (d) On January 1, 2020, a fourth invoice for the remaining 50% of the Baseline Rate for fiscal year 2019-2020 in the amount of \$17,826.50.

City shall pay the Authority within thirty (30) days following receipt of an invoice.

5. **Independent Contractor.** The Authority shall perform the Services under this Agreement as an independent contractor. The Authority and the officers, agents and employees of Authority are not, and shall not be deemed, City employees for any purpose, including workers' compensation. The Authority shall determine the method and manner by which the Services shall be performed. The Authority and its officers, employees and agents shall not be entitled to any of the benefits accorded to a City employee. City shall not deduct or withhold any amounts whatsoever from the compensation paid to the Authority, including, but not limited to amounts required to be withheld for state and federal taxes. The Authority shall be solely responsible for all such payments.

6. **Indemnification.** To the fullest extent permitted by law, City shall defend, indemnify and hold harmless the Authority and its elected and appointed officials, officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with City's acts or omissions under this Agreement.

To the fullest extent permitted by law, Authority shall defend, indemnify and hold harmless City and its elected and appointed officials, officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with Authority's acts or omissions under this Agreement.

7. **Termination 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, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving fifteen (15) days written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices).

8. **Termination for the Convenience of a Party.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days prior written notice of such termination to the other party and specifying the effective date thereof.

9. **Payment for Work upon Expiration or Termination.** In the event of termination for cause under Paragraph 7 or termination for the convenience of a party under Paragraph 8, Authority shall be entitled to receive compensation for any satisfactory Services provided by the Authority prior to the effective date of the notice subject to the maximum amount set forth in Paragraph 3(b). In the event the termination results in the Authority receiving payment in an amount that exceeds the amount due to Authority for the Services provided under this Agreement, City shall be entitled to receive reimbursement for any overpayment from Authority.

10. **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.

11. **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 first class mail, postage prepaid. 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.

AUTHORITY

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

CITY OF ST HELENA

Mark Prestwich, City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

12. **Confidentiality.** Confidential information is defined as all information disclosed to the Authority which relates to City past, present, and future activities, as well as activities under this Agreement. Except as otherwise provided in Paragraph 15, as directed by the City Manager or designee thereof, or when required by the California Public Records Act, a subpoena or by court order, the Authority shall hold all such information as the Authority may receive, if any, in trust and confidence.

13. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in a writing signed by the Parties.

14. **Compliance with Laws.** In the performance of this Agreement, the Authority shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

15. **Access to Records/Retention.** City shall have access to any books, documents, papers and records of the Authority prepared or obtained by the Authority when providing the Services under this Agreement. Upon expiration or termination of this

Agreement the Authority shall return all such records to City unless otherwise directed by City to retain or dispose of such records, except that with the written permission of City, the Authority may keep a copy of such records as long as such copy is maintained in confidence and is returned to City or its successor agency to be destroyed upon notification to Authority that City has authorized destruction of the original records.

16. **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.

17. **Interpretation.** The headings used herein are for reference. 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.

18. **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.

19. **Entirety of Contract.** This Agreement, together with "Exhibits A and B" attached hereto and incorporated herein, 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.

20. **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.

21. **Privileges and Immunities.** 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.

This Agreement continues on the following page.

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

CITY OF ST. HELENA

By: Alan Galbraith
ALAN GALBRAITH, Mayor, City Council



ATTEST:
By: Cindy Tzafopoulos
CINDY TZAFPOULOS, City Clerk

APPROVED AS TO FORM:
By: Thomas Brown
THOMAS BROWN, City Attorney

HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic

By: _____
RICK TOOKER, Deputy Director

ATTEST:
By: _____
DOROTHY ROBERTS, Deputy Authority Secretary

COUNTERSIGNED:
By: _____
DESIREE BRUN, City Auditor

APPROVED AS TO FORM:
By: _____
MICHAEL BARRETT, Authority General Counsel

EXHIBIT "A"

Scope of Work

| WORK PROGRAM | DESCRIPTION |
|--|---|
| A. COUNTYWIDE ACTIVITIES | |
| 1. Section 8 Housing Services | Administer HUD-funded very low income rental housing assistance program administered countywide - 88% City of Napa & 12% countywide |
| 2. Continuum of Care | Participate in Countywide Continuum of Care for delivery of homeless services & projects |
| B. STANDARD HOUSING SERVICES | |
| 1. Regulatory Agreement Monitoring | Provide required annual monitoring of regulatory agreement units summarized in "Exhibit B". |
| 2. Review development projects | Technical assistance reviewing proposed housing developments to maximize affordable housing units |
| 3. Affordable Housing Regulatory Agreements | Review affordable housing agreements & make recommendations |
| 4. Annual Meeting with Staff and Council | Report on year's activities |
| C. ADDITIONAL HOUSING SERVICES | |
| 1. Additional housing services as mutually agreed to | TBD: The Authority shall be compensated for such additional services in accordance with Section 3(d) |

EXHIBIT "B"

MONITORING DETAIL

| Project | Type | Affordable Units | Task | Description |
|-------------------------------------|-----------|------------------|----------|---|
| Marietta Townhomes | BMR | 10 | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database |
| Wallis | BMR | 20 | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database |
| Magnolia Oaks | BMR | 2 | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database |
| Sherwin Project | BMR | 1 | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database |
| 957 Hunt Street | Studio | 2 | Annually | Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database. |
| 1421 Railroad Avenue | Apt. | 1 | Annually | Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database. |
| Magnolia Oaks | Apt. | 10 | Annually | Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database. |
| Magnolia Oaks | 2nd units | 6 | Annually | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database. |
| Additional affordable housing units | TBD | up to 16* | Annually | Lease up certification. Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database. |

BMR= Below Market Rate

*Affordable units beyond the number identified above shall be billed on a time and material basis in accordance with Paragraph 3(d).

CITY OF ST. HELENA

ORDINANCE NO. 2018-1

**AMENDING SECTION 2.12.060 OF THE ST. HELENA MUNICIPAL CODE TO
GRANT THE CITY MANAGER AUTHORITY TO EXECUTE SETTLEMENT
AGREEMENTS, WAIVE FEES AND PENALTIES UP TO \$2,000 AND RESOLVE
SPECIFIED APPEALS AND CODE DISPUTES**

The City Council of the City of St. Helena does hereby ordain as follows:

SECTION 1. Section 2.12.060 Amended. Section 2.12.060 of the St. Helena Municipal Code is hereby amended to add number 24 to subsection B, and to make additional non-substantive changes, to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Section 2.12.060 of the St. Helena Municipal Code is not a project subject to the provisions of the California Environmental Quality Act (Public Resources Code section 21000, et seq.) (CEQA).

SECTION 3: General Plan Consistency. The City Council finds this ordinance is consistent with the St. Helena General Plan.

SECTION 4. Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5: Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or relettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.

SECTION 6: Ordinance Applicability. The City Council finds and intends that this ordinance shall apply to disputes and matters currently active as of the effective date of the ordinance.

SECTION 7: Effective Date. This ordinance shall take effect and be in force (thirty) 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 8th day of May 2018, and was adopted at a regular meeting of the St. Helena City Council on the 22nd day of May, 2018, by the following vote:

Mayor Galbraith: Yes


Vice Mayor White: Yes

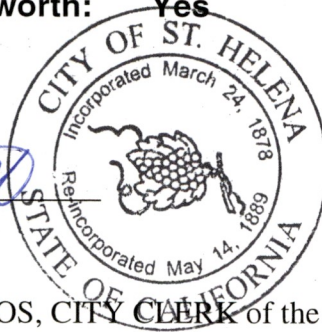
Councilmember Koberstein: Yes

Councilmember Dohring: Yes

Councilmember Ellsworth: Yes

APPROVED:


Alan Galbraith, Mayor



ATTEST:


Cindy Tzafoopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 8th day of May, 2018. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 22nd day of May, 2018 by the following vote:

Mayor Galbraith: Yes

Vice Mayor White: Yes

Councilmember Koberstein: Yes

Councilmember Dohring: Yes

Councilmember Ellsworth: Yes


Cindy Tzafoopoulos, City Clerk

EXHIBIT A

2.12.060 Powers and duties.

A. The city manager shall be the administrative head of the government of the city, under the direction and control of the council. The manager shall be responsible for the efficient administration of all the affairs of the city, which affairs are under his or her control.

B. In addition to the general powers as administrative head, and not as a limitation thereon, the city manager shall have the following powers and duties:

1. General Supervision. To execute on behalf of the council, its administrative supervision and control of such affairs of the city as may be placed in his or her charge, or which are not otherwise provided for the council;
2. Personnel and Organization. To appoint competent, qualified officers and employees to all positions in city employment except the city attorney and the fire chief; to dismiss, suspend and discipline such officers and employees in accordance with such policies as may from time to time be set forth by the council; to transfer such employees from one department to another consistent with the policies of the council; to recommend to the council such reorganization of officers, departments or divisions as may be indicated in the interests of the efficient, effective and economical conduct of the city's business, and to effect such reorganization when authorized by appropriate ordinance, resolution or motion of the council. The city manager shall have the authority to appoint department heads other than the city attorney and fire chief subject to ratification by the council at its next regular meeting.
3. Authority Over Officers and Employees. To control, order, and give direction to all heads of departments and subordinate officers and employees of the city, except in matters which by state law are confined to their exclusive and uncontrolled jurisdiction, and except the city attorney. Department heads shall include: public works director/city engineer, finance director, planning director, police chief, library director, recreation director, fire chief;
4. Rules and Regulations. To prescribe such rules, regulations and policies as he or she deems necessary or expedient for the conduct of administrative services, and to revoke, suspend, or amend any rule, regulation or policy established by any officer, department head or other person in administrative service;
5. Shift Work. To temporarily direct any department or division of the city to perform work for any other department, division or office of the city;
6. Compensation Plan. To prepare and to recommend to the council, from time to time, desirable revisions of the compensation plan of the city;
7. Assist the Council. To attend meetings of the council and to report upon and discuss any matters concerning the affairs of the departments, services or activities under his or her

supervision upon which, in his or her judgment, the council shall be informed, or upon which his or her views or opinions are requested by the council;

8. Carry Out Council Decision. To carry out, on behalf of the council, its policies, rules, regulations and laws relating to the administration of the affairs of the city, its departments, divisions and services;

9. Budget. To supervise the preparation of a detailed, proposed municipal budget and submit the same to the council on or before May 15th of each year, and to offer his or her recommendations as to such increases, decreases, cancellations, transfers, or changes in any of the items included in the proposed budget as in his or her judgment should be made before adoption of the budget after its final adoption; and to keep the council informed with respect thereto;

10. Public Improvements. To supervise public improvement projects and programs, and to aid and assist the council and the various departments, services, and offices of the city in carrying the same through to a successful conclusion;

11. Recommendations to the Council. To recommend to the council for adoption such measures and ordinances as he or she deems necessary or expedient;

12. Studies and Reports. To make such surveys, studies, reports and recommendations as he or she may deem desirable on any matter affecting the interest of the people or city as budgeted or as may be requested by the council;

13. Council Agenda. To supervise the preparation of the agenda for all regular, special, or adjourned meetings of the council in accordance with the laws establishing rules for the council meetings;

14. Other City Offices. To serve in any appointed office within the city government to which he or she may be qualified when appointed thereto by the council, and to hold and perform the duties thereof at the pleasure of the council and without further compensation except as expressly provided by the council at the time of such appointment or thereafter;

15. Mail. To supervise the receipt and opening of all mail addressed in whole or in part to the council, or the mayor or mayor pro tem by title only, and to give immediate attention thereto, to the end that all administrative business referred to in such communications, and not necessarily requiring action by the council, may be disposed of in an expeditious manner; provided, however, all actions taken pursuant to such communications shall be reported to the council at its next regular meeting thereafter or by separate communication to each member of the council;

16. Enforcement of Laws. To see to the enforcement within the city of the laws of the state and the city;

17. Contracts, Franchises, Permits and Licenses. To investigate and see to the faithful performance and observation of all contracts of the city and of all franchises, permits, licenses, and privileges granted by the city;
18. Citizens' Complaints. To appropriately investigate all complaints in relation to matters concerning the administration of city government; to adjust all proper grievances within the scope of authority provided by city laws and policies, and to report to the council all injustices suffered by reason of defects or omissions in the laws, policies, or practices of the city which he or she is not authorized to rectify;
19. Public Property. To exercise general supervision over all public buildings, public parks and other public property which is under the control and jurisdiction of the council, when the general supervision thereof is not specifically delegated to a particular officer;
20. Community Relations. To explain to the public the actions, purposes and policies of the city government;
21. Contracts. To execute in the name of the council and city any contract authorized or approved by the council unless the council expressly provided for another manner of execution of such contract; and
22. Owner Powers and Duties. To perform such other duties and exercise such other powers as are necessary, incident to the powers set forth in this section or as may be assigned or delegated to him or her from time to time, by action of the council.
23. Treasurer Functions. Assume all functions of the treasurer as set forth in this code and in California Government Code Sections 41000 to 41007.
24. Execute Settlements, Waive Fees and Resolve Specified Disputes and Appeals. To execute settlement agreements, waive otherwise applicable fees and penalties up to \$2,000, and resolve appeals subject to Chapter 1.16 of this Code and other disputes involving City codes.

CITY OF ST. HELENA

RESOLUTION NO. 2018-66

Resolution authorizing a two-year agreement with Housing Authority of the City of Napa in an amount not to exceed \$78,267 to continue their services as the contract housing authority for the City of St. Helena.

RECITALS

- A. The City of St. Helena desires to obtain housing services from the Authority during the Fiscal Year 2018-19 and Fiscal Year 2019-20; and
- B. The Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena hereby resolves as follows:

1. Authorize the City to enter into a two-year agreement with Housing Authority of the City of Napa to continue their services as the contract housing authority for the City of St. Helena in an amount not to exceed \$78,267; \$36,614 in FY 2018-19 and \$39,653 in FY 2019-20.

Approved at a Regular Meeting of the St. Helena City Council on May 22, 2018, by the following vote:

Mayor Galbraith:

Yes

Vice Mayor White:

Yes

Councilmember Koberstein:

Yes

Councilmember Dohring:

Yes

Councilmember Ellsworth:

Yes

APPROVED:



Alan Galbraith, Mayor



ATTEST:



Cindy Tzafopoulos, City Clerk