

HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. _____
CITY OF CALISTOGA AGREEMENT NO. _____

THIS AGREEMENT is made and entered into as of July 1, 2011, by and between the HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic (the "Authority"), and THE CITY OF CALISTOGA, a municipal corporation (the "City") under the laws of the State of California;

RECITALS

WHEREAS, the City desires to obtain supportive services from the Authority for services during the Fiscal Year 2011 - 2012, and the Authority is willing to provide such services to the City subject to the terms and conditions set forth herein below;

TERMS

NOW, THEREFORE, City and Authority agree as follows:

1. Term of the Agreement. The term of this Agreement shall commence on July 1, 2011 and shall expire on June 30, 2012 unless earlier terminated in accordance with Paragraphs 8 or 9 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.

3. Compensation.

(a) **Rates.** In consideration of Authority's fulfillment of the promised work, the City shall pay Authority for those services denoted in Exhibit "A" a sum of \$26,250 set forth in Exhibit "B", but not to exceed the maximum amount described in subparagraph (b) of this Paragraph unless other services are requested during the term of this Agreement. City will pay Authority within 30 days of the date of invoice.

(b) **Maximum Annual Compensation and Expense Reimbursement.** Compensation and reimbursement for expenses by City to Authority under this Agreement for fiscal year 2011 - 2012 shall be a total of \$26,250; services required beyond those outlined in Exhibit "A" - 2. & 3. **Other Housing Services** shall be agreed upon between the City and Authority prior to services being conducted and billed on a time and materials basis not to exceed \$3,750.

4. Method of Payment. An invoice will be presented by the Authority to City for payment on July 1, 2011 for 50 percent of the technical assistance fee \$13,125, and the second invoice will be presented on January 2, 2012 for the remaining 50% of the fee \$13,125. Additional services requested and preauthorized by the Authority and City shall be paid within 30 days of receipt of an invoice.

5. Independent Contractor. In the performance of this Agreement, the Authority shall perform 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 duties imposed on the Authority by this Agreement shall be performed. The Authority and its officers, employees and agents shall be entitled to none 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 alone shall be responsible for all such payments.

6. Indemnification. City shall defend, indemnify and hold harmless the Authority and the respective officers, agents and employees of City 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 any aspect of the performance by City or its officers, agents, or employees, of activities or obligations required under this Agreement. Authority shall defend, indemnify and hold harmless City and the respective officers, agents and employees of City 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 any aspect of the performance by Authority or their officers, agents, or employees, of activities or obligations required 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 12 (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 work completed by the Authority prior to the effective date of the notice subject to the maximum amount set forth in Paragraph 3(b).

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.

HOUSING AUTHORITY

Jan Maurer-Watkins, Housing Manager
P.O. Box 660
Napa, California 94559

CITY OF CALISTOGA

Richard Spitler, City Manager
1232 Washington Street
Calistoga, CA 94515

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 16, as directed by the City Manager or Designee thereof, or when required California Public Records Act 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 writing and with the prior written consent of both 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 required of the Authority 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 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.

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

CITY OF CALISTOGA

By: _____
JACK GINGLES, Mayor, City Council

ATTEST:

By: _____
SUSAN SNEDDON, City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE KENYON, City Attorney

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

By: _____
CASSANDRA WALKER, Deputy Director

ATTEST:

By: _____
DOROTHY ROBERTS, Deputy Authority Secretary

COUNTERSIGNED:

By: _____
ANN MEHTA, City Auditor

APPROVED AS TO FORM:

By: _____
MICHAEL BARRETT, Authority General Counsel

EXHIBIT "A"

EXHIBIT "A"		
SCOPE OF WORK 2011 - 2012		
WORK PROGRAM ITEM	DESCRIPTION	WORK PRODUCT
CALISTOGA		
A. COUNTYWIDE ACTIVITIES		
1. Section 8 Housing Services	HUD funded very low income rental housing assistance program administer Countywide - 88% City of Napa and 12% Countywide	Rental Assistance Provided
B. STANDARD HOUSING SERVICES		
1. Regulatory Agreement & Other Program Monitoring	Provide required annual monitoring and implementation of preference policy on regulatory agreement units.	Annual Report Update of activities submitted no later than May 15, 2012.
2. Other Housing Services - Down Payment Assistance Program	Provide required income verification and process required loan documents for program implementation per City Council Resolution No. 2009-034 as needed. Billing rate for services is \$130 per hour and will require preauthorization.	Process required loan documents as preauthorized and provide Annual Report Update of Activities no later than May 15, 2012.
3. Other Housing Services (e.g. subordination requests and related policy questions)	Provide other Housing Services as needed at an hourly rate of \$130 per hour and will require preauthorization between the HACN and the City.	Provide other Housing Services as preauthorized and provide Annual Report Update of Activities no later than May 15, 2012.
4. Annual Meeting with Staff and Council	Report on year activities as needed.	Update of Activities as preauthorized.

EXHIBIT "B"

COMPENSATION RATES

Commencing on July 1, 2011 and no later than June 30, 2012 City shall compensate Authority for all services provided under the Agreement by Authority as described in Exhibit "A" at the rate of base rate of \$26,250 further outlined in the attached.

Invoices will be submitted on July 1, 2011 and January 2, 2012 and due upon receipt.

Duties requested as listed in Exhibit "A" as 2. & 3. Other Housing Services will be billed separately upon preauthorization by the City and Authority on a time and materials basis not to exceed \$3,750.

EXHIBIT "B"
MONITORING COSTS 2011 - 2012

Project	Type	Affordable Units	Task	Description	Time spent	Position	Hourly Rate	Total Cost
Palisades	BMR	19	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database	57	Affordable Housing Rep.	105	5,985
Emerald Oaks	BMR	2	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database	6	Affordable Housing Rep.	105	630
Silverado Place	BMR	1	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database	3	Affordable Housing Rep.	105	315
Saratoga Manor II	SFSH	17	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database.	60	Affordable Housing Rep.	105	6,300
Lakewood I	Rental	8	Annually	Review Calistoga Affordable Housing, Inc. annual report and tenant certification forms for compliance with with Affordable Housing Agreement #0210 & Loan Agreement #0210	28	Affordable Housing Rep.	105	2,940
Palisades Apts	Rental	24	Annually	Review Calistoga Affordable Housing, Inc. annual report and tenant certification forms for compliance with with Affordable Housing Agreement #0248 & HOME Standard Agreement # 07-HOME-3063. Submit Annual Long Term Monitoring Report to HCD.	84	Affordable Housing Rep.	105	8,820
Garnett Creek Inn	Rental	4	Annually	Review Property Owners annual report and tenant certification forms for compliance with Affordable Housing Agreement.	12	Affordable Housing Rep.	105	1,260
		75		Total Contract Costs				26,250