

# City of Calistoga

## Staff Report

**TO:** Honorable Mayor and City Council  
**FROM:** Kathy Flamson, City Clerk  
**DATE:** July 19, 2016  
**SUBJECT:** Consideration of a Professional Services Agreement with Bay Area Legal Aid

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APPROVAL FOR FORWARDING:




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Dylan Feik, City Manager

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2 **ISSUE:** Consideration of a Resolution Approving a Funding Agreement with Bay Area Legal Aid  
3 in an amount up to \$35,000 for Legal Assistance to Low Income, Calistoga Immigrants and  
4 Seniors.  
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6 **RECOMMENDATION:** Adopt Resolution.  
7  
8 **BACKGROUND:** During the budget adoption process the City Council approved up to \$35,000  
9 in grant monies to allow this non-profit agency to provide free legal services to low income,  
10 immigrants and senior citizens who need to be educated and advised about their legal rights  
11 and cannot otherwise receive such legal counsel because of lack of financial resources. This is  
12 the third year of funding (the previous year funding was \$35,000). They have undertaken these  
13 services since July 1, 2015.  
14  
15 The attached funding agreement formalizes the terms of this grant and details the services to be  
16 required.  
17  
18 **DISCUSSION:** The attached funding agreement requires that Bay Area Legal Aid provide free  
19 legal services to at least 50 low-income Calistoga senior residents who will receive one-on-one  
20 legal representation and at least 100 Calistoga seniors will be educated through Legal Aid  
21 community presentations.  
22  
23 In addition, Bay Area Legal Aid shall provide at least 25 low-income Calistoga immigrant  
24 residents with one-on-one legal representation and at least 50 Calistoga immigrants will be  
25 educated through Legal Aid community presentations. In total, Bay Area Legal Aid shall provide  
26 free legal services to a total of 225 Calistoga residents from July 19, 2016 through June 30,  
27 2017.  
28  
29 The Council should be reminded that in December 2015, Bay Area Legal Aid absorbed Legal  
30 Aid of Napa Valley in a merger. The purpose was to reduce administrative costs and became

31 effective January 1<sup>st</sup>, 2016. Bay Area Legal Aid now provides the same level of work to  
32 Calistoga residents and employs attorneys based in Napa to carry out services. Section 1 of the  
33 proposed funding agreement provides that the contract services would continue to be binding  
34 upon such a merger.  
35

36 **FISCAL IMPACT:** The source of funding is the Community Enrichment Grants (Fund 01- 4107-  
37 4450) which designated up to \$35,000 from the General Fund for this purpose.  
38

39 **ATTACHMENTS:**

- 40 1. Resolution and Funding Agreement  
41 2. Bay Area Legal Aid Funding Report 2015

RESOLUTION NO. 2016-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, APPROVING A FUNDING AGREEMENT WITH BAY AREA LEGAL AID IN THE AMOUNT OF \$35,000 FOR LEGAL ASSISTANCE TO LOW INCOME, CALISTOGA IMMIGRANTS AND SENIORS FOR THE 2016-17 FISCAL YEAR AND AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AGREEMENT

WHEREAS, community service and community serving programs have long been a tradition in Calistoga; and

WHEREAS, the Calistoga City Council has supported such activity in the past; and

WHEREAS, the Calistoga City Council intends to provide financial support to activities which enrich the Calistoga community; and

WHEREAS, June 21, 2016 City Council adopted the General Fund Operating Budget for Fiscal Year 2016-17 including the Community Enrichment Grant Program to Bay Area Legal Aid for legal services to low income, Calistoga immigrants and seniors; and

WHEREAS, the City Council hereby determines that the provision of legal services to low income Calistoga immigrants and seniors is a desirable community service that greatly assists the city of Calistoga in assisting the needs of these segments of its population.

NOW THEREFORE BE IT RESOLVED, that the City Council hereby approves the funding agreement with Legal Aid of Napa Valley in the amount of \$35,000 (Fund 01-4107-4450) for legal assistance to low Income, Calistoga immigrants and seniors as set forth in Attachment A to this resolution and authorizes the City Manager to execute this agreement after City Attorney approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Calistoga at a regular meeting held this 19<sup>th</sup> day of July 2016, by the following vote:

- AYES:
NOES:
ABSTAIN:
ABSENT:

CHRIS CANNING, Mayor

ATTEST:

KATHY FLAMSON, City Clerk

**ATTACHMENT A**

**BAY AREA LEGAL AID  
AGREEMENT NO. XXX**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into as of this 19<sup>th</sup> day of July 2016, by and between Bay Area Legal Aid, hereinafter referred to as "Grantee", and the City of Calistoga, hereinafter referred to as "Grantor".

**RECITALS**

**WHEREAS**, Grantee is proposing to provide free legal services to low income Calistoga immigrants and senior residents who need to be educated and advised about their legal rights and cannot otherwise receive such legal counsel because of lack of financial resources; and

**WHEREAS**, Grantee has provided this service in Napa County for a number of years and has demonstrated that they are professionally qualified to undertake this activity; and

**WHEREAS**, the City Council of the City of Calistoga expressed support for this effort which will benefit Calistoga residents who are in urgent need of legal assistance.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual promises of Grantor and Grantee, contained herein, Grantor and Grantee agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2017, except that the obligations of Grantee to Grantor under Paragraph 4 (Records Retention and Monitoring) and Paragraph 7 (Return of Funds) shall survive the expiration date for the periods noted in such Paragraphs, and Paragraph 6 (Indemnification) shall continue in full force and effect after said expiration date as to any liability for acts and omissions occurring during the term of this Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, including, but not limited to, any successor to Grantee by merger.

2. **Use of Funds by Grantee.** Grantee hereby agrees to use all funds conveyed to Grantee by Grantor under this Agreement for the sole purpose of providing legal rights education through community presentations and one-on-one legal representation. (See Exhibit A for Program Description).

3. **Payment of Funds by Grantor to Grantee.** Grantor agrees to pay to Grantee a maximum total grant of up to Thirty Five Thousand Dollars (\$35,000) to be

used by Grantee to provide educational presentations and one-on-one legal representation (See Exhibit A for program description subject to conditions provided in Exhibit B). Payments for this grant will be made in quarterly payments.

4. **Records Retention and Monitoring.** Grantee shall maintain records which fairly reflect the activities of Grantee partially funded under this Agreement. Grantor shall have access to any books, documents, papers and records of Grantee which are directly pertinent to the subject matter of this Agreement. Except where longer retention is required by any Federal or State law, Grantee shall maintain all such records for no less than five (5) years after Grantor makes the grant payment called for in this Agreement.

5. **Independent Grantee.** Grantee shall perform this Agreement as an independent Grantee, and Grantee and its officers, agents, employees are not, and shall not be deemed, Grantor employees for any purpose, including workers' compensation. Nothing in this Agreement shall be construed to grant or confer on Grantor any right, title or ownership in the Grantee, its operations or projects. Grantee shall, at its own risk and expense, determine the method and manner by which the activities of Grantee under this Agreement shall be performed.

6. **Indemnification.** Grantee shall defend, indemnify and hold harmless Grantor, its 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 any aspect of the performance by Grantee, or its officers, agents, or employees, of activities of Grantee funded under this Agreement.

7. **Return of Funds.** If Grantee fails to fulfill in a timely and proper manner any of Grantee's obligations under this Agreement or otherwise breaches this Agreement during the term of this Agreement Grantee shall, upon written demand by Grantor, return to Grantor any portion of the funds provided under this Agreement used in violation of Grantee's obligations under this Agreement. Return of funds under this Paragraph shall occur within thirty (30) days of receipt by Grantor of written demand by Grantor and shall include any interest earned thereon by Grantee. Return of funds under this Paragraph shall be in addition to any other remedies available to Grantor by law.

8. **Non-Discrimination Clause.** During the performance of this Agreement, Grantee and its officers, employees, and agents shall not deny the benefits thereof to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall Grantee discriminate unlawfully against any program participant because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Grantor acknowledges and agrees that Grantee will be selecting program participants from a pool of applicants

and that such selection will necessarily require discretion regarding “need”, which may include factors such as age and physical or mental disability in addition to other criteria.

9. **Compliance with Laws.** Grantee shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

10. **No Waiver.** 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 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.

GRANTEE  
Bay Area Legal Aid  
1735 Telegraph Avenue  
Oakland, CA 94612

GRANTOR  
City of Calistoga  
1232 Washington St.  
Calistoga, CA 94515

12. **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.

13. **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.

(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.

14. **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.

15. **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.

16. **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**, the duly authorized representatives of the parties to this Agreement have executed it as of the date first above written.

CITY OF CALISTOGA

By \_\_\_\_\_  
DYLAN FEIK, City Manager  
"GRANTOR"

BAY AREA LEGAL AID

By \_\_\_\_\_  
ALEX GULOTTA, Executive Director  
"GRANTEE"

APPROVED AS TO FORM:

By: \_\_\_\_\_  
KATHY FLAMSON, City Clerk

## **Exhibit A**

### **Bay Area Legal Aid Scope of Work**

#### Program Delivery:

Bay Area Legal Aid shall provide free legal services to at least 50 low-income Calistoga senior residents who will receive one-on-one legal assistance and at least 100 Calistoga seniors will be educated through Legal Aid community presentations.

Bay Area Legal Aid shall provide at least 25 low-income Calistoga immigrant residents with one-on-one legal assistance and at least 50 Calistoga immigrants will be educated through Legal Aid community presentations.

In total, Bay Area Legal Aid shall provide free legal services to a total of 225 Calistoga residents from July 19, 2016 through June 30, 2017.



## **Exhibit B**

### **Conditions of Approval**

1. The Funding Agreement shall be executed prior to commencement of eligible expenses.
2. An accounting of the use of City funds including statistics on the number of persons assisted and type of assistance shall be provided quarterly to the City with each invoice for payment and with a final accounting prior to at the end of each City fiscal year.
3. No funds shall be used to give advice for legal matters concerning the Grantor.